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**PROGRAMMATIC AGREEMENT
AMONG
THE UNITED STATES GENERAL SERVICES ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE DISTRICT OF COLUMBIA HISTORIC PRESERVATION OFFICE,
THE UNITED STATES FEDERAL HIGHWAY ADMINISTRATION,
THE NATIONAL CAPITAL PLANNING COMMISSION,
AND
THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY,
REGARDING THE REDEVELOPMENT OF
ST. ELIZABETHS NATIONAL HISTORIC LANDMARK,
WASHINGTON, DC**

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This Programmatic Agreement (“Programmatic Agreement”) is made as of this 9 day of December 2008, 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 United States Federal Highway Administration (“FHWA”), the National Capital Planning Commission (“NCPC”), and the United States Department of Homeland Security (“DHS”) (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 NHPA’s implementing regulations at 36 C.F.R. Part 800, and the provisions of 36 C.F.R. § 800.14(b) authorizing the negotiation of a programmatic agreement to resolve adverse effects from certain complex project situations.

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WHEREAS, GSA proposes through the implementation of “DHS Headquarters Consolidation at St. Elizabeths Final Master Plan” (hereinafter referred to as the “Master Plan” (Exhibit 1)) to redevelop the West Campus (“West Campus”) of St. Elizabeths together with the North Campus Parcel of the East Campus (“East Campus”) for use as a high-security federal campus for the DHS Headquarters, together with FHWA and GSA’s implementation of certain new roadway and interchange construction within portions of National Park Service (“NPS”) parkland known as Shepherd Parkway to provide ingress and egress to the West Campus (hereinafter referred to as the “Undertaking”), and

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WHEREAS, the Undertaking is to be carried out in accordance with the Master Plan and the DHS National Capital Region Housing Master Plan (hereinafter referred to as the “Housing Plan”) and under PL 109-295, the *Department of Homeland Security Appropriations Act, 2007*, passed October 4, 2006, DHS was required to prepare and submit to Congress the Housing Plan. The Housing Plan, submitted to Congress on October 24, 2006, details DHS’ requirements for housing its headquarters and the headquarters of its operating components in the DC area, identifies a need for DHS to consolidate executive leadership and operational management in a secure setting, and states that DHS needs to reduce significantly the number of locations that house DHS components to lower overall costs; and

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WHEREAS, for the purposes of this Programmatic Agreement, the redevelopment area is defined as St. Elizabeths West Campus and the North Campus Parcel of the East Campus, (hereinafter referred to as the “Site”); and

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WHEREAS, St. Elizabeths was listed in the National Register of Historic Places on April 26, 1979, designated a National Historic Landmark (“NHL”) on December 14, 1990, and thereby

51 is subject to the provisions of § 110(f) of the National Historic Preservation Act, 16 U.S.C. §
52 470(h)-2(f) and was added to the D.C. Inventory of Historic Sites on May 26, 2005; and

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54 WHEREAS, the 176-acre West Campus, as shown on Exhibit 2, is located in the
55 Southeast quadrant of the District of Columbia (D.C.) and is under the control and jurisdiction of
56 GSA with the exception of approximately 7 acres currently owned by the D.C. Government but
57 subject to an Exchange Agreement between GSA and the D.C. Government concluded on
58 January 17, 2008 (Exhibit 3); and

59
60 WHEREAS, under PL 109-396 ("The Federal and District of Columbia Real Property Act
61 of 2006"), the District of Columbia was directed to transfer five buildings and related land it owns
62 on the West Campus (totaling approximately 7 acres) to GSA, including Buildings 16, 37, 38,
63 118 and 118-A (Pump House, Hitchcock Hall, Hagan Hall, the Warehouse, and the Warehouse
64 Annex, respectively), as outlined in the Exchange Agreement; and

65
66 WHEREAS, the components of DHS to be housed on the Site, which will achieve the
67 DHS collocation requirement of 4.5 million gross square feet ("GSF") of office space plus 1.5
68 million GSF of parking by utilizing both the West and East campuses of St. Elizabeths, are those
69 included in the Housing Plan and as is set forth in the Master Plan; and

70
71 WHEREAS, GSA and DHS will enter into ten-year Re-Use and New Construction
72 Occupancy Agreements, with provisions for renewal, prior to occupancy of the Site wherein
73 DHS will occupy the Site in its entirety creating a high-security campus that meets DHS program
74 and functional requirements consistent with the Master Plan; and

75
76 WHEREAS the DHS Headquarters facility will provide all necessary physical and
77 operational security controls to meet the Interagency Security Committee (ISC) Level 5 facility
78 requirements for a secure campus; and

79
80 WHEREAS, GSA has determined the Area of Potential Effect ("APE") (Exhibit 4) as
81 defined in 36 C.F.R. § 800.16(d) for the Undertaking includes both physical and visual areas;
82 and

83
84 WHEREAS, GSA has applied the Criteria of Adverse Effect (36 C.F.R. § 800.5(a) (1))
85 and has found that the Undertaking will have an adverse effect on the National Historic
86 Landmark and portions of Shepherd Parkway; and

87
88 WHEREAS, GSA identified current natural, social, economic and cultural environments
89 for the West Campus to assess the impacts on the human environment from the proposed
90 Undertaking and submitted these findings in the Final Environmental Impact Statement
91 ("EIS")(Exhibit 5) to the Environmental Protection Agency ("EPA") on October 31, 2008, and to
92 the public on November 7, 2008; and

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94 WHEREAS, the purpose of this Programmatic Agreement is to ensure continued
95 compliance with the NHPA, including Sections 106 and 110(f), whereby GSA will carry out
96 consultation for each phase of development and, prior to any effort that may directly or
97 adversely affect the Site, including portions of Shepherd Parkway, shall to the maximum extent
98 possible, undertake planning and actions as may be necessary to minimize harm and shall
99 afford the DCHPHO and the ACHP a reasonable opportunity to comment, respectively; and

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101 WHEREAS, GSA, as property owner and lead agency for this Undertaking, is
102 responsible for the maintenance, upkeep and ongoing protection of the Site throughout
103 redevelopment and in perpetuity as long as the Site remains in its control and jurisdiction
104 *provided that* if GSA proposes to transfer the Site or any portion thereof to any non-federal
105 entity, such an undertaking would be subject to the provisions of 36 C.F.R. Part 800; and
106

107 WHEREAS, emergency repair and protection measures have also been extended to
108 several D.C.-owned properties that shall be transferred to GSA pursuant to the aforementioned
109 Exchange Agreement, including, among other significant improvements, major roof and cornice
110 repair work on Hitchcock Hall and repair and restoration of the perimeter wall; and
111

112 WHEREAS, GSA has identified, in accordance with 36 C.F.R. § 63.2, the existing
113 buildings on the Site that contribute to the NHL (“Contributing Buildings”) and determined that
114 fifty-one (51) of the sixty-two (62) Contributing Buildings will be rehabilitated in accordance with
115 the Master Plan, as part of the Undertaking (Exhibit 6); and
116

117 WHEREAS, all new additions to contributing buildings within the Site will utilize as
118 maximally reversible construction techniques as possible and be sympathetically designed: to
119 be consistent with the Secretary's Standards, the Master Plan and the Design Guidelines; to
120 preserve the historic building fabric, landscape features and archeological features; to be
121 compatible with, but not duplicate, the historic structures using materials compatible with the
122 setting and environment; to be subservient to the historic buildings and located on secondary or
123 tertiary elevations to the maximum extent possible; with the attachment to the historic buildings
124 done as minimally as possible with the least amount of damage or alteration to the historic fabric
125 as possible while providing functional occupancies meeting the programmatic requirements of
126 DHS; with above-ground links similar in form to historic precedents on Site to the extent
127 possible; with historic building scale, massing, and footprints remaining legible; and
128

129 WHEREAS, GSA has identified in accordance with 36 C.F.R. § 63.2 the existing
130 contributing landscape features (“Contributing Landscape Features”) on the Site that contribute
131 to the character and significance of the NHL and proposes to retain, to the maximum extent
132 possible, all Contributing Landscape Features and to otherwise be guided by landscape
133 restoration, treatment and maintenance guidelines outlined in the *Preservation, Design &*
134 *Development Guidelines* (“Design Guidelines”) (Exhibit 7), the Cultural Report (“CLR”) (Exhibit
135 8) and the associated soon-to-be-developed Historic Landscape Preservation Treatment and
136 Management Plan (“Landscape Preservation Management Plan”); and
137

138 WHEREAS, GSA will assess the eligibility of Martin Luther King Jr., Avenue as a
139 contributing historic and landscape feature as part of further consultation; and
140

141 WHEREAS, GSA has concluded numerous archaeological surveys and evaluations on
142 portions of the Site to date, including the Combined Phase I Archeological Survey
143 Building/Landscape and Archeological Assessment Plan, St. Elizabeths Hospital, August 2005;
144 the Phase I Archeological Survey of Portions of the St. Elizabeths Hospital West Campus,
145 Washington, DC, May 2007; and Phase II NRHP Evaluation of Two Archeological Sites, St.
146 Elizabeths Hospital West Campus, Washington, DC, May 2007; and
147

148 WHEREAS, GSA and FHWA, in accordance with the Native American Graves
149 Protection and Repatriation Act, 25 U.S.C § 3001 *et seq.*, and Final Regulations 43 C.F.R. §
150 10 will follow the process set forth in Exhibit 14, and GSA and FHWA, in accordance with the
151 NHPA, have identified in this consultation that there are no federally recognized tribes in the

152 District of Columbia and, GSA and FHWA, in consultation with the DCHPO, will make a good
153 faith effort to identify and contact other appropriate Native American tribes that may attach
154 religious and cultural significance to any historic property that may be affected by the
155 Undertaking; and

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157 WHEREAS, a design prospectus for \$24,900,000 for the United States Coast Guard
158 ("USCG") Headquarters at St. Elizabeths was authorized by the Senate on July 20, 2005,
159 authorized by the House on October 26, 2005, and appropriated by PL 109-115 on November
160 30, 2005; and

161
162 WHEREAS, \$13,095,000 was appropriated for infrastructure work on St. Elizabeths by
163 PL 109-115, passed on November 30, 2005, and all federally owned structures on the West
164 Campus have been stabilized and secured in accordance with the Secretary of the Interior's
165 Standards for the Treatment of Historic Properties (U.S. Department of the Interior, National
166 Park Service, 1992 (the "Secretary's Standards")) by GSA as part of the master planning
167 process and in accordance with Section 110(f) of the NHPA; and

168
169 WHEREAS, under PL 110-309, the Consolidated Security, Disaster Assistance, and
170 Continuing Appropriations Act, 2009, DHS was appropriated \$97.5M for the design and
171 construction of tenant improvements for the new USCG Headquarters on September 30, 2008;
172 and

173
174 WHEREAS, GSA recognizes the need to further avoid, minimize and mitigate adverse
175 effects resulting from access to and from the Site along Martin Luther King Avenue, and will
176 explore traffic, access and design alternatives, particularly concerning the setting of the
177 gatehouse at Gate #1 in consultation with the Signatories and Consulting Parties; and

178
179 WHEREAS, because the Site is large and development will occur in phases, and
180 predevelopment activities may include excavation of soil and other ground-disturbing activities,
181 the Signatories agree that a flexible phased approach to the identification and evaluation of
182 archaeological resources, pursuant to 36 C.F.R. § 800.4(b)(2), and to the application of the
183 criteria of adverse effect, pursuant to 36 C.F.R. § 800.5(a)(3) is appropriate, *provided that* no
184 ground disturbing activities shall be undertaken unless a Phase I archaeological survey has
185 been completed; and

186
187 WHEREAS, in an effort to avoid, minimize and mitigate harm, GSA intends, as illustrated
188 in the Master Plan, to locate 750,000 GSF of DHS' office space requirement plus parking within
189 the East Campus so that both West and East Campus components will function as a single
190 unified secure campus; because the elements of DHS' program that would be placed on the
191 East Campus are part of a later phase, in accordance with 40 C.F.R. §1508.28 and 36 C.F.R.
192 §§ 800.14(b) and 800.16(t), GSA will conclude consultations on the Undertaking and follow with
193 design review for the East Campus phase as stipulated in Stipulations III.C and III.D of this
194 Programmatic Agreement; and

195
196 WHEREAS, this Programmatic Agreement includes in Stipulations III.C and III.D
197 provides for subsequent Section 106 consultation focusing on the development of the East
198 Campus among the Signatories and Consulting Parties; and

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200 WHEREAS, the D.C. Office of Planning completed and published a Small Area Plan for
201 the East Campus, known as the Saint Elizabeths East Campus Redevelopment Framework
202 Plan ("Framework Plan") for a statutory 30-day Public Comment Period on September 24, 2008

203 (DCMR ST § 1-306.03) and the required Mayor’s Hearing was subsequently held on October
204 28, 2008 at the St. Elizabeths Chapel; and
205

206 WHEREAS, the Council of the District of Columbia introduced PR 17-1154, the “Saint
207 Elizabeths East Redevelopment Framework Plan Approval Resolution of 2008” on November
208 18, 2008 and scheduled a public roundtable by the Committee of the Whole on Wednesday,
209 December 3, 2008, at the John A. Wilson Building, and vote and approval of the Resolution is
210 expected on December 16, 2008; and
211

212 WHEREAS, in order to facilitate development on the East Campus, GSA and DHS have
213 entered into an agreement with the D.C. Office of the Deputy Mayor for Planning and Economic
214 Development (“DMPED”) to develop the East Campus on terms and conditions outlined in a
215 separate, non-Section 106 Memorandum of Agreement executed on November 23, 2008
216 (“MOA”) (Exhibit 9); and
217

218 WHEREAS, pursuant to 36 C.F.R. § 800.10(c), the Secretary of the Interior (the “Secretary”)
219 was invited to participate in this consultation on January 24, 2005, and the NPS has represented the
220 Secretary concerning the NHL and Shepherd Parkway; and
221

222 WHEREAS, GSA and FHWA propose to acquire defined sections of Shepherd Parkway,
223 portions of which are proposed to be utilized to accommodate a new roadway and interchange
224 related to the Undertaking (Exhibit 10), and GSA expects this use will result in an adverse effect on
225 Shepherd Parkway; and
226

227 WHEREAS, implementation of the Master Plan is dependent upon the completion of the
228 new roadway and interchange construction within the aforementioned portions of Shepherd
229 Parkway, including major expansion of the Interchange between I-295 and Malcolm X Avenue
230 SE, which requires the approval of FHWA; and,
231

232 WHEREAS, Shepherd Parkway is parkland of the National Park System containing natural,
233 cultural and historic resources and is considered significant by the NPS (which administers this
234 parkland) and by the Secretary and therefore any decision by FHWA to approve the expansion of
235 the I-295 Interchange would require prior compliance with Section 4(f) of the Department of
236 Transportation Act, pursuant to 23 USC § 138 and 49 USC § 303, 23 CFR Part 774, because the
237 interchange expansion would result in the “use” of significant public parkland; and,
238

239 WHEREAS, on December 8, 2008, FHWA initiated the Section 4(f) process by the public
240 release of its evaluation concluding that there are “no prudent and feasible” alternatives to providing
241 access to the Site via the use of portions of Shepherd Parkway; and
242

243 WHEREAS, as stipulated in Stipulation III.A.(2), if the Section 4(f) process results in the use
244 of Shepherd Parkway for the Undertaking, GSA and FHWA, will complete the Section 4(f) process
245 and consult with NPS so as to have concluded all necessary Section 106 compliance associated
246 with the federal transfer of a portion of Shepherd Parkway prior to Phase II design completion,
247 accomplishing this through a subsequent Section 106 compliance; and
248

249 WHEREAS, this Programmatic Agreement contains a process for resolution of adverse
250 effects related to both the new roadway and interchange construction within Shepherd Parkway and
251 the effects of the Undertaking at the Site which is adjacent to Shepherd Parkway; and
252

253 WHEREAS, NPS will be invited to participate in the aforementioned Section 106
254 consultation for Shepherd Parkway in order to satisfy its obligations from Section 106, if any, prior to
255 construction of the expanded interchange and access road; and
256

257 WHEREAS, pursuant to 36 C.F.R. § 800.3(f), GSA has identified and consulted with, in
258 addition to the Signatories identified above, the following consulting parties: Advisory
259 Neighborhood Commissions 8A, 8B, 8C, 8D, and 8E, American Society of Landscape
260 Architects, Anacostia Historical Society, Brookings Institution, Committee of 100 on the Federal
261 City, Cultural Landscape Foundation, D.C. Preservation League, District of Columbia Office of
262 Planning, Friends of St. Elizabeths, National Association of Olmsted Parks, Medical and
263 Professional Society of St. Elizabeths Hospital, National Coalition to Save Our Mall, National
264 Historic Landmark Stewards Association, National Museum of Civil War Medicine, National
265 Trust for Historic Preservation, Office of Councilmember Marion Barry, Representative Eleanor
266 Holmes Norton, St. Elizabeths Hospital (Department of Mental Health), U.S. Commission of
267 Fine Arts, U.S. Department of the Interior, U.S. National Park Service, (referred to collectively
268 herein as the "Consulting Parties"); and
269

270 WHEREAS, GSA submitted the final Master Plan to NCPC on November 10, 2008, for
271 consideration at the January 8, 2009, NCPC meeting; and
272

273 WHEREAS, the U.S. Commission of Fine Arts approved the Master Plan on November
274 20, 2008; and
275

276 WHEREAS, GSA will continue to provide an opportunity for public involvement in the
277 development of this Undertaking in accordance with 36 C.F.R. § 800.2(d) and § 800.6(a)(4), and
278 in accordance with the public participation process in the National Environmental Policy Act
279 ("NEPA") of 1969, 42 U.S.C. § 4321, *et seq.*; as amended.
280

281 NOW THEREFORE, the Signatories agree that Section 106 consultation for this
282 Programmatic Agreement under the provisions of 38 C.F.R. §§ 800.14(b)(1) and (3) has
283 concluded and GSA and FHWA shall proceed in accordance with the following Stipulations
284 ("Stipulations") in order to take into account and avoid, minimize and, mitigate effects to the Site,
285 including portions of Shepherd Parkway, and its Contributing Buildings and Landscape Features
286 and Archaeological Resources and that these Stipulations shall govern the Undertaking and all
287 of its parts until additional consultation has resulted in the resolution of potential adverse effects
288 in accordance with this Programmatic Agreement, or until the Programmatic Agreement expires
289 or is terminated:
290

291 **STIPULATIONS**

292 I. GENERAL REQUIREMENTS

293 GSA shall ensure that the Undertaking will be carried out in compliance with the
294 stipulations set forth in this Programmatic Agreement, with the goal that the development
295 of the Site will be compatible with its historic character and exceptional significance
296 balanced with meeting the programmatic, security, functional and operational needs of
297 DHS.
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300 A. Compliance

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- 303 1. GSA shall ensure compliance with the consultation procedures outlined in Stipulation
304 III.C of this Programmatic Agreement and carry out such processes and procedures
305 for all levels of work and phases of construction, as appropriate, including:
306 construction staging; new construction and rehabilitation; ongoing preservation,
307 repair and rehabilitation; physical security measures; archaeology; alterations to
308 project documents and specifications; master plan amendments; and other activities
309 and undertakings that have the potential to directly or adversely affect Contributing
310 Buildings, Landscape Features and Archaeological Resources; and
311
- 312 2. All future preservation, repair and rehabilitation efforts will be carried out consistent
313 with the NHPA and the Secretary's Standards, including the Guidelines for the
314 Treatment of Cultural Landscapes.
315

316 B. Conditions

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- 318 1. GSA will commence Phase I construction only if the following conditions are
319 satisfied:
320
- 321 a. The Council of the District of Columbia approves the East Campus
322 Redevelopment Framework Plan.
323
- 324 b. GSA documents that those portions of Shepherd Parkway required for
325 implementation of Phase II of the Undertaking are available for use; and verifies that
326 there has been final determination by FHWA, pursuant to Section 4(f) of the
327 Department of Transportation Act of 1966 that that land may be used for the
328 Undertaking, and GSA and FHWA initiate Section 106 for roadway construction as
329 set forth in Stipulation III.A.2.
330
- 331 c. GSA verifies that it has submitted Phase II prospectus authorization and funding
332 request to Congress, consistent with federal requirements, which includes significant
333 rehabilitation of buildings and landscapes as shown in Phase II of the Master Plan.
334 GSA acknowledges that the rehabilitation is essential to mitigate adverse effects of
335 the Undertaking.
336
- 337 2. GSA may proceed with the Planning and Design for each phase, as applicable, even
338 before the above conditions have been met.
339

340 C. Professional Qualifications

341

342 GSA will ensure that all work performed on the Site that has the potential to have an
343 effect, directly or indirectly, on Contributing Buildings and/or Landscape Features is
344 performed or supervised by qualified individuals and/or teams that meet the Secretary of
345 the Interior's Historic Preservation Professional Qualification Standards (36 C.F.R. Part
346 61) (1983), and as proposed in 1997, 62 Fed. Reg. 33,707) for history, architectural
347 history, architecture, historic architecture and conservation, landscape architecture
348 and/or archaeology, as appropriate.
349

350 D. Protection of Existing Resources

- 351
- 352 1. Stabilization: GSA is and will be responsible for the ongoing stabilization,
353 maintenance, upkeep and protection of all federally owned structures and

354 landscapes on the West Campus and the North Campus Parcel of the East Campus
355 throughout redevelopment and is and has been committed to implementing
356 immediate stabilization measures for all D.C.-owned properties on the West Campus
357 once transfer to GSA is complete, pursuant to the Exchange Agreement.
358

359 2. Preservation, Repair and Rehabilitation: All future preservation, repair and
360 rehabilitation efforts will be carried out in accordance with the NHPA, the Secretary's
361 Standards, Design Guidelines and, when there is a potential to cause adverse
362 effects, in consultation with the Signatories and Consulting Parties.
363

364 a. GSA shall maintain Contributing Buildings and Landscape Features
365 according to the terms of this Programmatic Agreement and in conjunction
366 with a previous Programmatic Agreement ("Programmatic Agreement among
367 GSA's National Capital Region ("NCR")), the D.C. State Historic Preservation
368 Office, and the Advisory Council on Historic Preservation regarding
369 Maintenance and Rehabilitation of Historic Buildings" (Exhibit 11), dated
370 November 9, 1994), which focuses on routine, recurring repair and specific,
371 agreed-upon, low-impact design solutions for historic GSA properties in the
372 District of Columbia. Stipulations outlined in the 1994 agreement will apply to
373 the Site.
374

375 b. GSA shall ensure that, if there is damage to a Contributing Building or
376 Landscape Feature resulting from casualty loss, GSA shall preserve, repair
377 or rehabilitate as appropriate and in accordance with the approved Master
378 Plan, its Design Guidelines, Landscape Preservation Management Plan, and
379 the Secretary's Standards, unless it is not feasible. If it is not feasible to
380 preserve, repair or rehabilitate as required, GSA shall:

381 i. engage in consultation with the Signatories and the Consulting Parties, as
382 appropriate, on alternatives consistent with the Secretary's Standards; and
383

384 ii. bear the cost and expense of construction and/or treatment; and
385

386 iii. if the Signatories and Consulting Parties fail to respond within thirty (30)
387 calendar days, or within an agreed upon timeframe, assume consent to the
388 proposed treatment/alternative.
389

390 3. Site Management: In addition to the NCR Regional Historic Preservation Officer
391 ("RHPO") and the Asset Manager ("Asset Manager") guiding redevelopment of the
392 Site, a full-time, on-site GSA Site Manager ("Site Manager") will be present and
393 responsible for implementing a maintenance program designed specifically for the
394 Site ("Maintenance Program"). GSA will also designate an on-site Historic
395 Landscape Architect ("Landscape Architect") to assist the Site Manager in the
396 protection, care and maintenance of the cultural landscape. The Site Manager and
397 the Historic Landscape Architect will both meet the Secretary's Professional
398 Qualifications Standards, as pertinent to those respective positions.
399

400 4. Construction Staging: GSA shall require all construction contractors and teams
401 selected to perform work that will have the potential for adverse effect to Contributing
402 Buildings or Landscape Features, to submit to GSA for review and approval by the
403 RHPO and the Project Manager a Construction Staging Plan ("Staging Plan"). The
404

405 Staging Plan, which will be developed consistent with GSA Master Specifications,
406 Building and Life Safety Codes, and construction best practices, will identify
407 Contributing Buildings and Landscape Features and archaeological sites potentially
408 affected by all construction and will outline measures to avoid and minimize harm to
409 these resources.

410
411 a. Staging Plan: The Staging Plan must identify potential adverse effects, along
412 with other factors as deemed appropriate, including but not limited to the
413 following: access routes to and from the Site; number and type of vehicles to
414 be utilized throughout the Site; explanation of how and where equipment and
415 other utilities will be placed to avoid damaging and/or otherwise adversely
416 affecting Contributing Buildings and Landscape Features, particularly
417 landscape features, including overhead tree canopies, branches and root
418 systems, flora and fauna, human burials, and existing and undiscovered
419 archaeological resources and artifacts; options for utilizing existing, stabilized
420 structures for construction offices and other necessary facilities; and an
421 understanding of environmental parameters concerning construction in, near
422 and around a designated Eagle Zone and a cemetery.

423
424 b. Compliance: GSA will use information from each Staging Plan, particularly as
425 it relates to direct or adverse effects, to guide the consultation processes and
426 procedures outlined in Stipulation III.C. of this Programmatic Agreement.
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428 II. EAST CAMPUS

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430 A. Memorandum of Agreement: In order to pursue development on the East
431 Campus, GSA and DHS have entered into an agreement, with the District of
432 Columbia Office of the Deputy Mayor for Planning and Economic
433 Development (“DMPED”) to develop the East Campus on terms and
434 conditions outlined in a separate, non-Section 106 Memorandum of
435 Agreement executed on November 23, 2008 (“MOA”), *provided that* if the
436 MOA is not successfully implemented, GSA’s termination or amendment of
437 this Programmatic Agreement will be necessitated.

438
439 B. Adverse Effects to the East Campus: GSA acknowledges that potential
440 adverse effects to the East Campus may result from the Undertaking and that
441 additional evaluation and consultation to resolve such effects will be
442 necessary. GSA will apply the same identification, protection and compliance
443 standards to Contributing Buildings, Landscape Features and Archaeological
444 Resources on the East Campus as those conducted for the West Campus, in
445 accordance with Stipulation III.C. of this Programmatic Agreement.
446

447 III. IMPLEMENTATION OF MASTER PLAN

448
449 A. Development Phasing: The redevelopment of the Site, including portions of
450 Shepherd Parkway, for a high-security federal campus for DHS is proposed to be
451 carried out in three phases in accordance with the Master Plan. The three phases
452 are illustrated in the Phasing Diagram (Exhibit 12) and a schedule for anticipated
453 commencement and completion of each phase is outlined in the Phasing Schedule
454 (Exhibit 13), as part of the Master Plan. Infrastructure improvements are noted
455 within each phase and in accordance with Stipulation III.

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1. Phase I: The first phase includes a new headquarters facility for the USCG, construction of the northern portion of an access road and gate at Firth Sterling, the rehabilitation of 10 contributing buildings, demolition of five non-contributing buildings, erection of the security perimeter fence, creation of an at-grade entrance at Gate 3 on Martin Luther King Jr. Avenue, construction of a visitor screening facility and adjacent parking structures in the ravine area, and protection of contributing landscape features and rehabilitation of the landscape within this construction zone. Phase I encompasses approximately 1.4 million GSF of new construction, 160,000 GSF of rehabilitation, approximately 345,000 GSF of parking, and 233,206 GSF of demolition.

2. Phase II: The second phase includes the DHS Headquarters, Federal Emergency Management Agency Headquarters (FEMA), the National Operations Center (NOC), parking, the reuse and rehabilitation of thirty-four (34) Contributing Resources and protection of contributing landscape features and rehabilitation of the landscape within this construction zone. Phase II encompasses approximately 349,000 GSF of new construction, 618,000 GSF of rehabilitation, 523,000 GSF of parking, which includes underground parking structures at Gates 1 and 2, and 17,904 GSF of demolition. Consultation and planning for landscape protection and rehabilitation. East Campus development and the southern portion of the access road, including interchange improvements in portions of Shepherd Parkway, to Malcolm X Avenue will also occur prior to Phase II.

FHWA will comply with 36 C.F.R. Part 800, prior to detailed design, with regard to the effects of the roadway and interchange construction undertaken by it within Shepherd Parkway. FHWA will follow the process set forth in Exhibit 14 for Archaeological Investigations and Compliance with the Secretary of the Interior's Archeology and Historic Preservation Standards.

3. Phase III: The third phase of development will include remaining elements of DHS Headquarters units with new construction on the pavilion site, rehabilitation of seven (7) contributing buildings, construction of a warehouse and screening facility near the Firth Sterling entrance, and protection of contributing landscape features and rehabilitation of the landscape aimed at restoring the unified campus appearance, throughout this construction zone. Phase III encompasses approximately 1.15 million GSF of new construction, 103,000 GSF of rehabilitation, 349,000 GSF of parking, and 3,410 GSF of demolition.

B. Modifications to Master Plan

1. Consultation on a Proposed Modification: Modifications to the Master Plan will be carried out in accordance with this Programmatic Agreement, specifically in accordance with consultation processes and procedures outlined in Stipulation III.C.1. GSA recognizes that some modifications may be minor and may not result in adverse effects, while others may result in adverse effects. GSA will ensure that the extent and projected impact of each modification is identified as provided in Stipulation III.C.1, and the appropriate level of review agency involvement is determined.

C. Consultation Process and Procedures

507
508 The redevelopment of St. Elizabeths as the DHS Headquarters will be carried out in
509 three broad phases, with multiple projects within each and, at times, overlapping
510 phases. Thus, it is envisioned that there will be multiple projects submitted for
511 consultation within each of the broad development phases. Design review and
512 respective submissions, therefore, will be phased in accordance with planned
513 development to the extent practicable. (See illustrative flow chart of a typical process at
514 Exhibit 15.)
515

516 1. Consultation Procedures:
517

- 518 a. Determination of Effects: For each phase, GSA as the lead agency will
519 determine whether or not the project(s) may result in an adverse effect to historic
520 properties, as defined in 36 C.F.R. § 800.16(l)(1). GSA will notify the DCHPO in
521 writing about such a determination, and request concurrence. DCHPO has thirty
522 (30) days after receiving such notification to respond. One or multiple projects
523 may be bundled to the extent possible.
524
- 525 i. Determination of No Adverse Effect: GSA will have no further responsibility,
526 under Stipulation III.C., for those projects it determines do not result in
527 adverse effects, and for which DCHPO concurs in writing or does not respond
528 within thirty (30) days. If DCHPO responds within the 30 day period that it
529 does not concur with the determination of no adverse effect, GSA will consult
530 with DCHPO and attempt to resolve the disagreement. If GSA and DCHPO
531 cannot resolve the disagreement, GSA will refer it to the ACHP per
532 Stipulation V of this Programmatic Agreement and proceed according to its
533 final determination at the end of that process.
534
- 535 ii. Determination of Adverse Effect: GSA shall consult with the DCHPO and
536 ACHP to determine the extent of consultation required for projects it
537 determines will result in adverse effects.
538
- 539 b. Initiating Consultation: At the earliest possible stage prior to development of
540 Design Submissions, GSA will coordinate with DHS and initiate consultation with
541 the Signatories and the Consulting Parties in accordance with the approach
542 agreed upon by DCHPO and ACHP. As a part of the initial consultation, GSA will
543 work with the Signatories and Consulting Parties to define the scope of the
544 project(s), anticipated adverse effects, and the consultation schedule as it relates
545 to proposed submissions. Consultation will outline the procedures that must be
546 observed to review submissions containing sensitive security information and any
547 other agreements necessary to effectively review the specific proposal(s).
548
- 549 c. Projects subject to NCPC and/or CFA Approval: For projects subject to NCPC
550 and/or CFA approval, GSA shall initiate consultation with NCPC and/or CFA as
551 early as possible, no later than a concept or design phase.
552

- 553 2. Submissions: In accordance with the stipulations of this Programmatic Agreement,
554 GSA shall provide to the Signatories and Consulting Parties for review Design
555 Submissions for new construction and rehabilitation. Levels of detail of designs
556 submitted for review may vary considerably depending on the complexity of each
557 project. GSA will advise if special procedures are required for submissions that

558 include sensitive security information. GSA will ensure that all design, rehabilitation,
559 construction and recordation (as built) documents are developed consistent with the
560 approved Master Plan, the Preservation Design and Development Guidelines, the
561 Landscape Preservation Treatment and Management Plan, the Archaeological
562 Resources and Site Management plans, the Secretary's Standards and any
563 subsequent applicable documents. Significant architectural design changes made
564 between the design phase and completion of construction documents will be subject
565 to review and comment by the Signatories and Consulting Parties, in accordance
566 with Section III.C.1.

- 567
- 568 3. Scope of Design Review and Consultation: the Signatories and Consulting Parties
569 shall review and comment on the design submissions within thirty (30) days or an
570 agreed-upon timeframe. In addition to determining whether the projects are
571 materially consistent with the Master Plan, the goals of the design review
572 consultation process shall be to maximize consistency with the Secretary's
573 Standards, the Design Guidelines, and the Guidelines for the Treatment of Cultural
574 Landscapes and to evaluate alternatives or modifications to the project that could
575 avoid, minimize or mitigate adverse effects per 36 C.F.R. § 800.6(a).
576
- 577 4. Review Comments: GSA shall review and take comments into consideration.
578 Comments may be provided orally and/or in writing. As determined by the Parties,
579 oral comments may be documented by meeting minutes developed by GSA. If
580 Consulting Parties want to submit written comments, they will inform GSA in
581 consultation and shall then provide written comments to GSA within thirty (30)
582 calendar days or another agreed-upon timeframe.
583
- 584 5. Continuance and Conclusion of Consultation: Once GSA has taken comments into
585 consideration, Signatories and Consulting Parties will consult in an effort to avoid,
586 minimize and mitigate identified adverse effects. If adverse effects remain, Parties
587 will continue to consult to identify ways in which the project(s) may be modified to
588 mitigate adverse effects. Prior to making a final decision on implementing the
589 project, consultation will result in one of the following:
590
- 591 (a) Execution of one or several separate Memoranda of Agreement (MOAs)
592 per 36 C.F.R. § 800.6. The consultation will be conducted to facilitate
593 GSA's ability to produce a signed MOA prior to final design submissions,
594 or, failing that;
595
 - 596 (b) If consultation results in a failure of the Signatories and Consulting Parties
597 to agree, GSA will seek dispute resolution as outlined in Stipulation V of
598 this Programmatic Agreement.
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603 D. Specific Mitigation Actions

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605 1. Documentation and Recordation

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- 607 a. Documentation: GSA will continue to consult with NPS to determine appropriate
608 Historic American Buildings Survey ("HABS"), Historic American Engineering

609 Record ("HAER") and Historic American Landscape Survey ("HALS")
610 documentation for the Site, and portions of Shepherd Parkway, in addition to the
611 documentation that has been previously completed. Documentation will rely
612 heavily upon the historical, environmental, structural, landscape, and conditions
613 assessments prepared as part of this Undertaking, including the Optira laser
614 scans of all West Campus Buildings and landscape completed in 2006, and the
615 drawings currently being produced from these. GSA will also complete
616 Archaeological Work, Treatment and Long-Term Public Interpretation Plans and
617 Final Reports as outlined in Exhibit 16, "Archaeological Investigations and
618 Compliance with the Secretary of the Interior's Archaeology and Historic
619 Preservation Standards." Plans for carrying out this Documentation will begin no
620 later than upon the Effective Date of this Programmatic Agreement and will be
621 undertaken by building and landscape component and prioritized in accordance
622 with redevelopment phases. Copies of all documentation, hard copy and digital,
623 will be donated to the Library of Congress and repositories as outlined in the
624 Guidelines for Archaeological Investigations in the District of Columbia (1998).
625

- 626 b. Archive: All documentation prepared as part of this Undertaking will be collected
627 and consolidated in a single public repository known for the purposes of this
628 Programmatic Agreement as the St. Elizabeths Archive ("St. Elizabeths
629 Archive"). The location of the St. Elizabeths Archive has yet to be determined
630 but an off-site location will be identified within one (1) year of execution of this
631 Programmatic Agreement. Access to these documents will then be made
632 available, upon request and by appointment, if necessary, for review. Collection
633 of materials for the St. Elizabeths Archive is ongoing.
634
- 635 c. Historic Structure Reports and Building Preservation Plans: GSA will produce
636 Historic Structure Reports ("HSRs") or Building Preservation Plans ("BPPs") for
637 each of the contributing buildings on the Site. The level of documentation (HSR
638 or BPP) will be determined by GSA in coordination with ACHP, DCHPO and
639 NPS. HSRs will be developed in accordance with NPS guidance (Preservation
640 Brief 43: The Preparation and Use of Historic Structure Reports) and BPPs will
641 meet GSA standards for recordation, which are consistent with its preservation
642 policy codified in ADM 1020, respectively. GSA's RHPO located in NCR will
643 maintain hard copies of the HSRs and BPPs, as will the Site Manager.
644 Production of HSRs and BPPs was initiated as a comprehensive contract for all
645 contributing buildings in October 2008. Buildings affected by the earlier phases
646 of construction will be given priority but no rehabilitation plans will be considered
647 for any building prior to completion of respective documentation. All HSRs and
648 BPPs will be posted to the project website, www.stelizabethswestcampus.com.
649
- 650 d. Professional Qualifications: Consultants preparing the HSRs and BPPs will meet
651 the Secretary of the Interior's Historic Preservation Professional Qualification
652 Standards (36 C.F.R. Part 61) (1983), and as proposed in 1997, 62 Fed. Reg.
653 33,707) .for architectural historians, historic architects and landscape architects,
654 as appropriate.
655
- 656 e. St. Elizabeths Database: The St. Elizabeths Database, an extensive digitized
657 collection of architectural drawings, photographs and objects documenting the
658 design and development of the Site from its earliest years forward, that includes
659 copies of material from the National Archives, Library of Congress, GSA files and

660 other sources, will be donated to the St. Elizabeths Archive, as will newly
661 developed information and documentation as noted in Stipulation F(1)(b) below.
662

663 f. Historic Landscape Preservation Treatment and Management Plan: Using the
664 CLR and its recommended Treatment Guidelines as its base, GSA will develop a
665 Landscape Preservation Management Plan for the Site within one (1) year of the
666 Effective Date of this Programmatic Agreement. The Landscape Preservation
667 Management Plan, in concert with the Maintenance Program, will acknowledge
668 the ever-changing existence of the cultural landscape and the inter-relationship
669 of treatment and ongoing maintenance. The Landscape Preservation
670 Management Plan will include performance standards and scheduling and
671 record-keeping of maintenance activities on a day-to-day or month-to-month
672 basis. Treatment, management and maintenance proposals can be developed
673 by a broad range of professionals with expertise in such fields as historic
674 preservation, horticulture, ecology, and landscape maintenance. The Landscape
675 Preservation Management Plan will be developed in accordance with NPS
676 Preservation Brief 36 and other necessary standards and completed before any
677 construction commences.
678

679 g. Archaeological Resources Treatment and Management Plan: GSA and FHWA
680 will consult with DCHPO to determine the presence and treatment of National
681 Register-eligible archaeological resources within areas subject to ground
682 disturbance at the Site, including portions of Shepherd Parkway, in accordance
683 with the procedures set out in Exhibit 14 GSA will consult with DCHPO to update
684 and revise the 1993 *St. Elizabeths Hospital Archaeological Resource*
685 *Management Plan*. The purpose of this plan will be to develop guidelines for how
686 archaeological resources within the Site will be managed. The plan will set forth
687 land management and land use information, cultural resource history, areas of
688 concern, and management recommendations for archaeological resources within
689 the Site. GSA and FHWA will develop the Archaeological Resource
690 Management Plan for the Site within one (1) year of the Effective Date of this
691 Programmatic Agreement.
692

693 i. GSA shall submit the draft Archaeological Resource Management Plan to
694 DCHPO for its review and approval within thirty (30) calendar days of receipt of
695 the plan or within an agreed upon timeframe.
696

697 h. If DCHPO approves the plan, GSA shall implement such plan. If DCHPO fails to
698 respond to GSA within thirty (30) calendar days, or within an otherwise agreed
699 upon timeframe, GSA may proceed with implementation of the plan. IF DCHPO
700 objects within the thirty (30) calendar-day period and GSA and DCHPO cannot
701 agree, the dispute will be resolved in accordance with Stipulation V, Dispute
702 Resolution.
703

704 2. Public Outreach, Interpretation and Education 705

706 In furtherance of the goals of the NHPA and Stipulations 1 and 5(b) of Executive
707 Order 13287, *Preserve America*, GSA shall institute an active, ongoing public
708 outreach and interpretation program to enhance and encourage appreciation of the
709 Site, to promote understanding of its historic, architectural, landscape and

710 archaeological significance and evolution, and to increase its visibility and image as
711 a prominent federal property and NHL.

712
713 a. Citizens Advisory Panel: To provide input to GSA and the Signatories on public
714 educational programs and community activities, and to work in partnership with
715 public groups and organizations on already established initiatives such as DHS'
716 "Building Bridges" and GSA's "Good Neighbor" programs, GSA shall organize a
717 St. Elizabeths Citizens Advisory Panel ("CAP"). Members of the CAP may
718 include representatives of GSA, the D.C. Government, DHS, St. Elizabeths
719 Hospital, local residents and surrounding area businesses. Service on the CAP
720 will be on a voluntary basis. GSA shall begin soliciting members for the CAP
721 upon the Effective Date of this Programmatic Agreement, with a goal of having
722 members in place to coincide with and support project phasing.

723
724 b. Permanent Exhibit: GSA will work with the Signatories and the Consulting Parties
725 to design and develop a permanent interpretive exhibit, including a narrated
726 video documenting the history, significance, redevelopment and future use of the
727 Site. The exhibit, to be produced by GSA and housed off-Site, and not as part of
728 an ISC Level 5 facility, will be publicly accessible and open to visitors. Online
729 access will also be provided.

730
731 c. St. Elizabeths Museum/Visitors Education Center: GSA will pursue partnerships
732 with neighborhood and city organizations, agencies and associations to develop,
733 ideally through a public-private partnership, a St. Elizabeths Museum/Visitors
734 Education Center. The St. Elizabeths Museum/Visitors Center will include the
735 exhibit, narrated video, oral history recordings, archaeological artifacts,
736 maintained in accordance with federal curation standards, and other selected
737 archive and project documentation material determined by the CAP, in
738 cooperation with the DCHPO and ACHP. Any proposal for the St. Elizabeths
739 Museum/Visitors Center would detail hours of operation, staff support, and
740 content. The location of the St. Elizabeths Museum/Visitors Center and further
741 details of its operation have yet to be determined. GSA will keep the Signatories
742 and Consulting Parties informed and will consult when planning commences or
743 within eighteen (18) months of the Effective Date of this Programmatic
744 Agreement.

745
746 d. Interpretation

747
748 (a) Within eighteen (18) months of the Effective Date of this Programmatic
749 Agreement, GSA and the Signatories, in consultation with the Consulting
750 Parties, shall develop an Interpretive Program ("Interpretive Program")
751 that describes how GSA will interpret the Site. Interpretation shall include
752 interpretive signage and exhibits both within and outside the Site.

753
754 (b) Signage: GSA will develop a permanent interpretive signage program for
755 the West Campus that includes free-standing, exterior interpretive
756 signs/panels that effectively inform and guide the reader, providing
757 information on the history, significance and redevelopment of the Site.
758 Interpretive signage will be designed and located in accordance with the
759 Design Guidelines, developed as a campus-wide program and
760 implemented in accordance with the Interpretive Program.

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(1) Construction Signage: During construction, GSA will prominently post two interpretive panels along Martin Luther King Avenue for the public to view. One panel will describe the history and significance of the Site, and the second panel will describe rehabilitation and new construction taking place on Site. The panels will be replaced with two new, updated panels for each of the proposed phases of construction, or as determined necessary.

(c) Public Relations Materials:

(1) Publication: As an accompaniment to the exhibit developed on the history, significance, use and redevelopment of the Site, GSA will produce a comprehensive catalog/monograph, complete with illustrations and text documenting the Site and the project.

(2) Brochures and Poster Series: GSA will develop an informational and illustrative brochure and poster series for the Site as part of the Center for Historic Buildings' Historic Buildings Brochure and Poster Series. This series will include substantive brochures and posters illustrating the historic characteristics of the NHL. These products will be available to the public online at www.gsa.gov/historicpreservation.

e. Education:

- i. Lesson Plan: GSA proposes to work with the D.C. Public and Charter School System to develop a Lesson Plan on St. Elizabeths--*Past, Present and Future*—which includes themes on mental health care in D.C., historic preservation—architecture, landscape; archaeological methods, prehistoric Native American, colonial, antebellum and postbellum use of St. Elizabeths; the Anacostia Historic District, and DHS. GSA will pursue, to further enhance this initiative, a partnership with NPS and its “Teaching with Historic Places” program to address lesson plans for several grade levels and interests.
- ii. Phelps Architecture, Construction and Engineering Academy: GSA will pursue a relationship with the newly reopened vocational training academy located at 704 26th Street, NE, to determine how the redevelopment of the Site might aid its goal of preparing D.C. high school students for jobs in architecture, structural engineering, site management, plumbing, electrical work, and sales and marketing, and how the Federal Government and the D.C. school system can to work together on lesson plans, service programs and on-the-job training.
- iii. Oral History: GSA, assisted by the CAP, will conduct and document oral history interviews with former employees, patients (if possible), neighborhood residents, site management personnel, project executives and others to collect stories, first-hand accounts and other remembrances of St. Elizabeths' history and redevelopment. Oral histories will be developed in accordance with NPS's *Documenting Cultural and Historical Memory: Oral History in the National Park Service*. Documents and materials produced as part of this

811 effort will be made available on the project website and donated to the St.
812 Elizabeths Archive.

813 3. Public Access

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- 815
- 816 a. Access Program: GSA will work with DHS to develop a Public Access Program
- 817 ("Access Program") for St. Elizabeths that respects the operational and functional
- 818 needs of DHS and shares the experience, exceptional history and significance of
- 819 the Site with the general public. The Access Program will be developed in further
- 820 consultation with GSA, DHS, the Signatories and the Consulting Parties, and will
- 821 consider models successfully implemented at other secure historic federal
- 822 facilities. So as to not interfere with DHS operations, the Access Program will be
- 823 structured in accordance with scheduling and screening procedures and
- 824 construction and occupancy phases, as outlined below. The Access Program
- 825 will reflect the security parameters outlined for a Level 5 ISC facility and include
- 826 limited controlled, regular access to the Site including, at a minimum, the Point,
- 827 the Cemetery, and Hitchcock Hall. All access will be pre-arranged and guided.
- 828 Consultation around the Access Program will take place regularly through the
- 829 various phases of the project from pre-construction through post-construction
- 830 and at regular intervals during occupancy in order to allow for appropriate review
- 831 and comment by the Signatories and Consulting Parties.

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833 DHS will grant (or provide) access based on threat conditions, operational tempo

834 and resource availability. Operational tempo is defined as the intensity of

835 mission activities on the request date. This includes but is not limited to;

836 preparation or response activities to a natural disaster or terrorist threat/attack;

837 national level exercises; VIP visits; large training or conference activities,

838 etcetera.

- 839
- 840 b. Schedule: Access to and through the Site will be scheduled in advance through
- 841 appropriate DHS security personnel and the GSA Site Manager.
- 842
- 843 c. Screening: As an ISC Level 5 facility, public access to the Site will be managed
- 844 by a screening process to be approved and administered by DHS.
- 845
- 846 d. Pre-Construction: GSA will continue its partnership with the D.C. Preservation
- 847 League, offering regularly scheduled tours of the Site until onsite construction
- 848 commences.
- 849
- 850 e. In-Construction (prior to occupancy): GSA will coordinate limited Site access
- 851 through DHS Security once construction has commenced in accordance with the
- 852 above access and screening procedures.
- 853
- 854 f. Post-Construction: Once occupancy begins at the end of Phase I, the ISC Level
- 855 5 Secure Facility standards shall apply and all requests for public access will be
- 856 reviewed by GSA and approved by DHS in accordance with the above access
- 857 and screening procedures.

858 4. Conservation and Artifact Preservation

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- a. American Architectural Foundation: The American Architectural Foundation (AAF) holds an extensive collection of early St. Elizabeths architectural drawings and photographs, along with a turn-of-the-century model depicting both the East and West campuses.
 - i. Drawings and Photographs: GSA is working with AAF to develop a prioritized list of all St. Elizabeths drawings and photographs held in its collection and determine which of those have the greatest potential for public benefit and should be conservéd. Conservation will protect these vital documents from deterioration and make possible use of these materials for research and exhibition purposes.
 - ii. Model: GSA will work with AAF to determine proper restoration and conservation treatments for the model of St. Elizabeths. Treatment will repair and restore the model, protecting it from further deterioration, propose a plan for its long-term care, and make possible its use for research and exhibition purposes.
 - b. Artifacts: Artifacts recovered from the interiors of buildings or from the surface or from ground-disturbing activities prior to or during construction phases shall be evaluated by the appropriate historic preservation, archaeology and/or cultural resources specialist in consultation with the DCHPO to determine the significance of such artifacts and outline a plan for how such artifacts would be cataloged and retained for scholarly and interpretive uses at an appropriate repository. The treatment of such artifacts and associated records will be in accordance with 36 CFR Part 79, "Curation of Federally Owned and Administered Archaeological Collections" and "Processing and Curation of Collections: Artifacts and Records" of the *District of Columbia Guidelines for Archaeological Investigations*. Archaeological artifacts should be treated consistent with the procedures outlined in Exhibit 14.

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5. Cemetery

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Documentation: Documents described below and all subsequent documentation on the Cemetery will be electronically accessible via the project web site and contributed to the St. Elizabeths Archive.

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The *Results of Geophysical Surveys at Civil War Cemetery (Draft Report)*, completed by Earth Resources Technology, Inc., was submitted on September 22, 2006. ERT performed ground penetrating radar on a grid throughout the cemetery and for about 40 feet outside the cemetery on all sides. There was no evidence of graves outside the cemetery. This study will be concluded when further archeological studies are performed in the vicinity of the site.

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In addition, *Preservation Planning for St. Elizabeths West Campus Cemetery, St. Elizabeths Hospital, Washington, DC*, completed the Chicora Foundation and submitted in June 2007. The study includes historic and archival research, an inventory of each cemetery marker, the development of the cemetery's historic context and prioritized cemetery preservation, treatment and maintenance recommendations.

- 912 a. Interpretation: The Interpretive Program will address the history, significance,
913 and perpetual care of the Cemetery, with interpretive signage extending to the
914 Cemetery and along its associated pathways.
- 915
- 916 b. Perpetual Care: Ongoing maintenance, protection and conservation of the
917 Cemetery will be detailed in a Perpetual Care Plan to be developed within
918 eighteen (18) months of Execution of this Programmatic Agreement and in
919 accordance with appropriate standards. GSA will look to models for cemetery
920 conservation developed by the National Park Service's National Center for
921 Preservation Training and Technology for guidance and assistance and the
922 Landscape Preservation Management Plan.
- 923
- 924 c. Conservation and Artifact Preservation: Artifacts recovered from ground-
925 penetrating radar surveys conducted around the Cemetery will also be
926 documented and conserved. The treatment of artifacts recovered from ground-
927 penetrating radar and other efforts, as well as associated records, will be in
928 accordance with 36 CFR Part 79, "Curation of Federally Owned and
929 Administered Archaeological Collections" and "Processing and Curation of
930 Collections: Artifacts and Records" of the *District of Columbia Guidelines for
931 Archaeological Investigations* and consistent with the procedures outlined in
932 Exhibit 14.
- 933
- 934 d. Public Access: As property owner, GSA shall at all times, as specified
935 throughout this Programmatic Agreement, be responsible for ensuring safe and
936 secure public access to the Cemetery. GSA shall provide and maintain a safe
937 and secure parking area adjacent to the Cemetery to facilitate public access and,
938 as part of the Interpretive Program referenced above develop, within eighteen
939 months of Execution of this Programmatic Agreement, a public access program
940 and/or schedule for the Cemetery.
- 941
- 942 e. Treatment during Construction: As property owner, GSA is responsible for the
943 protection and maintenance of the Cemetery. Specific protections shall be
944 developed to protect the Cemetery during construction staging activities
945 consistent with the requirements of Stipulation I(C)(4), including those requiring a
946 Construction Staging Plan, which will be specifically tailored to the Cemetery.
- 947

948 IV. COMMUNICATIONS WITH CONSULTING PARTIES

949

- 950 A. GSA shall provide Consulting Parties with address and contact information for the
951 appropriate office within GSA for the receipt of any comments provided by them under
952 this Programmatic Agreement.
- 953
- 954 B. GSA shall maintain a list of consulting Party contacts, presumably by e-mail, which will
955 be updated by the Consulting Parties with changes should they occur (Exhibit 17).
- 956

957 V. DISPUTE RESOLUTION FOR SIGNATORIES

958

- 959 A. Objection: Should any of the Signatories to this Programmatic Agreement object in
960 writing to GSA regarding any action proposed to be carried out with respect to the
961 Undertaking or implementation of this Programmatic Agreement, GSA shall consult with
962 the objecting Party to resolve the objection. If, after initiating such consultation, GSA

determines that the objection cannot be resolved through consultation, GSA shall forward all documentation relevant to the dispute to the ACHP, including GSA's proposed response to the objection. Within fourteen (14) calendar days or within an agreed upon timeframe after receipt of all pertinent documentation, the ACHP shall:

1. Advise GSA that the ACHP concurs in GSA's proposed response to the objection, whereupon GSA will respond to the objection accordingly;
2. Provide GSA with recommendations. Such recommendations must be considered by GSA, but are not binding. Once GSA takes these recommendations into account and responds, GSA can proceed to make a final decision regarding the dispute; or
3. Refer the dispute to ACHP membership for comment pursuant to 36 C.F.R. §800.7(c), and shall notify GSA about such referral. The resulting comment must be considered by GSA, but is not binding. GSA shall take into account, and respond to, the resulting comment in accordance with 36 C.F.R. § 800.7(c) and Section 110 (l) of the NHPA, and then proceed to make a final decision regarding the dispute.

B. Failure to Comment: Should the ACHP not exercise one of the above options within fourteen (14) calendar days or within an agreed upon timeframe after receipt of all pertinent documentation, GSA may assume the ACHP's concurrence in its proposed response to the objection.

C. Subject of Dispute: GSA shall take into account any ACHP recommendation or comment provided in accordance with this Stipulation with reference only to the subject of the dispute; GSA's responsibility to carry out all actions under this Programmatic Agreement that are not the subject of the objection shall remain unchanged and in full force and effect.

VI. DISPUTE RESOLUTION FOR CONSULTING PARTIES

A. Objection: A Consulting Party may object in writing to GSA, with copies to the other Signatories and Consulting Parties, regarding any action proposed to be carried out with respect to the Undertaking or implementation of this Programmatic Agreement. GSA shall take such an objection into account and may consult about it with the objecting party, other Consulting Parties and Signatories as it deems appropriate. GSA shall then respond to the objecting party in writing, with copies to the Signatories. If GSA subsequently determines that the objection cannot be resolved through consultation, GSA shall notify the objecting Party, the DCHPO, and ACHP which of the following options it will exercise:

1. Seek the assistance of the ACHP in resolving the objection, pursuant to Stipulation V above; or
2. Provide a formal written response to the objection within 30 days of notice to the objecting Party.

VII. AMENDMENTS

A. Amendments: Any Signatory may propose an amendment to this Programmatic Agreement, in which case the Signatories shall consult with each other pursuant to 36

1014 C.F.R. § 800.6 to consider such amendment. An amendment will go into effect upon
1015 signature by all Signatories. This Programmatic Agreement may not otherwise be
1016 amended.

1017
1018 **VIII. TERMINATION**

- 1019
1020 A. Proposal to Terminate: If for any reason, a Signatory determines that the terms of this
1021 Programmatic Agreement cannot be implemented or that this Programmatic Agreement
1022 is not being properly implemented, in accordance with the NHPA, the Signatory may
1023 propose that this Programmatic Agreement be terminated.
1024
- 1025 B. Notification: The Signatory proposing to terminate this Programmatic Agreement shall so
1026 notify all other Signatories, explaining the reasons for the proposed termination and
1027 affording them at least thirty (30) calendar days or within an agreed upon timeframe to
1028 consult and seek alternatives to termination.
1029
- 1030 C. Termination Due to Failure to Agree: If such consultation fails and the Signatories cannot
1031 agree on an alternative to termination, this Programmatic Agreement may thereafter be
1032 terminated by the Signatories. In the event of termination, GSA and FHWA shall ensure
1033 that each action that would otherwise be covered in this Programmatic Agreement is
1034 reviewed in accordance with 36 C.F.R. Part 800. GSA and FHWA may also consult in
1035 accordance with 36 C.F.R. Part 800 to develop a new programmatic agreement or may
1036 enter into one or more agreements regarding individual portions of the Site, including
1037 portions of Shepherd Parkway.
1038
- 1039 D. Responsibilities upon Termination: If this Programmatic Agreement is terminated, then
1040 the Signatories shall take such actions as are necessary to comply with all requirements
1041 of 36 C.F.R. Part 800.
1042

1043
1044 **IX. ADMINISTRATION OF THIS AGREEMENT**

- 1045
1046 A. Cooperation. During the implementation of this Programmatic Agreement, and until the
1047 Signatories agree in writing that the terms of this Programmatic Agreement have been
1048 fulfilled, each Party agrees to cooperate with the other Parties to facilitate the
1049 satisfaction of their respective obligations under this Programmatic Agreement. The
1050 Parties agree to work in good faith with the other Parties to meet their respective
1051 obligations in a timely manner.
1052
- 1053 B. Annual Status Reporting
- 1054
- 1055 1. On or before January 31 of each year or until the Signatories agree in writing that the
1056 terms of this Programmatic Agreement have been fulfilled, GSA shall prepare and
1057 provide an annual report to the Signatories and the Consulting Parties, addressing
1058 the following topics:
1059
- 1060 a. Progress in carrying forth and completing the Stipulations;
 - 1061 b. Any problems or unexpected issues encountered during the preceding year; and
 - 1062 c. Any changes that GSA believes should be made in implementation of this
1063 Programmatic Agreement.
1064

1065 2. GSA shall make this annual report available for public inspection by posting it on the
1066 project website and interested members of the public will be invited to provide
1067 comments to the Signatories.
1068

1069 C. Alterations to Project Documents
1070

1071 If, after receiving comments on any plan, scope of services or other document that has
1072 been reviewed and commented on pursuant to this Programmatic Agreement, GSA
1073 desires any material or substantial additions thereto or deletions therefrom, which
1074 material or substantial changes, additions and/or deletions affect the external
1075 appearance of the buildings or the historic fabric of the interior or the exterior designated
1076 for rehabilitation in the HSR or BPP and may result in adverse effects, GSA shall furnish
1077 the Signatories and the Consulting Parties with a statement of the requested material
1078 changes, additions and/or deletions, submitting with such statement appropriate plans,
1079 specifications or other documentation showing in detail the nature of the material
1080 changes, additions and/or deletions requested. If the changes are found to cause or
1081 constitute adverse effects on historic properties, then GSA shall consult in accordance
1082 with III.C.1.
1083

1084 D. Emergency and Unanticipated Adverse Effects Situations
1085

1086 1. Emergency Undertakings
1087

1088 GSA shall ensure that any Emergency Undertaking for immediate rescue and
1089 salvage operations on the Site that are (a) required because of an emergency (e.g.,
1090 a disaster or emergency declaration by the President, the Mayor of Washington,
1091 D.C., or another threat to life or property) that adversely affects a NR-eligible
1092 resource at the Site or (b) necessary to preserve life or property shall be carried out
1093 in accordance with any emergency orders or citations issued by the appropriate
1094 official of the D.C. or the United States, as applicable. GSA shall use its best efforts
1095 to notify DCHPO immediately and ACHP of such operations within one (1) business
1096 day (not including a federal holiday) after the commencement of such operations.
1097 Nothing in this Programmatic Agreement shall be deemed to prevent GSA from
1098 taking immediate rescue and salvage operations on the Site as necessary in an
1099 emergency to prevent the loss of life or property.
1100

1101 i. If GSA proposes an emergency undertaking which may have an adverse
1102 effect on NR-eligible resources at the Site, GSA shall afford DCHPO and the
1103 ACHP an opportunity to comment within three (3) business days (not
1104 including a federal holiday) of such notification. If GSA determines that
1105 circumstances do not permit three (3) business days for comment, then GSA
1106 shall notify DCHPO, the ACHP and invite comments within the time available.
1107 GSA shall consider, as applicable in light of the urgency of the
1108 circumstances, any comments received in reaching a decision on how to
1109 proceed with the emergency undertaking. If DCHPO or the ACHP objects to
1110 the proposed actions the dispute will be resolved in accordance with
1111 Stipulation V, Dispute Resolution.
1112

1113 ii. These emergency procedures apply only to undertakings that may have an
1114 adverse effect on NR-eligible resources at the Site and that will be
1115 implemented within thirty (30) days or other agreed upon timeframe after the

1116 disaster or emergency occurs. GSA may request an extension of the period
1117 of applicability from DCHPO prior to the expiration of the thirty (30) days.
1118

1119 2. Unanticipated Adverse Effects
1120

1121 An unanticipated adverse effect is accidental damage or destruction of a Contributing
1122 Building or Landscape Feature at the Site. Should any contributing features be
1123 subject to unanticipated adverse effects, GSA shall immediately notify the DCHPO
1124 and ACHP. GSA shall ensure that the Signatories and Consulting Parties are
1125 notified of the unanticipated adverse effect within one (1) business day of its learning
1126 of such unanticipated adverse effects. GSA shall enter into Consultation in
1127 accordance with Stipulation III. C.
1128

1129 E. Security
1130

1131 The Signatories hereby agree to comply with GSA Order PBS 3490.1, entitled *Document*
1132 *Security for Sensitive but Unclassified Paper and Electronic Building Information*, dated
1133 March 8, 2002, a copy of which is attached hereto, marked Exhibit 18 and incorporated
1134 herein by reference, regarding the dissemination of "sensitive but unclassified"
1135 documents for federal facilities only to persons on a "need to know basis." GSA
1136 reserves the right to withhold, consistent with the terms of the GSA Order, any portion of
1137 the plans and specifications unrelated to the historic preservation aspects, of all
1138 construction work at St. Elizabeths, or anything unrelated to the historic character of the
1139 Contributing Buildings and Contributing Landscape Features. GSA shall provide the
1140 Consulting Parties with a list of any plans or specifications that are being withheld
1141 pursuant to this provision. To the extent that any Party disagrees with GSA's decision to
1142 withhold any such documents, then the Parties shall meet to try and resolve the
1143 disagreement (Stipulations V and VI). Each individual representing a Consulting Party
1144 will be required to execute a Non-Disclosure Agreement, a copy of which is attached
1145 hereto and marked Exhibit 19, prior to being provided access to "sensitive but
1146 unclassified" documents, including but not limited to, the plans and specifications
1147 referenced in this Programmatic Agreement.
1148

1149 X. EFFECTIVE DATE OF PROGRAMMATIC AGREEMENT
1150

1151 A. This Programmatic Agreement shall become effective when executed by the last of the
1152 Signatories ("Effective Date").
1153

1154 B. Execution of this Programmatic Agreement by the Signatories, and implementation of its
1155 terms, will evidence that GSA, NCPD and FHWA have afforded the Signatories and
1156 Consulting Parties an opportunity to comment on the Undertaking and its effects on the
1157 Site, including portions of Shepherd Parkway, *provided that* the Signatories and
1158 Consulting Parties acknowledge that further consultation and resolution of potential
1159 adverse effects will occur following execution of this Programmatic Agreement in
1160 accordance with its terms, and that GSA and FHWA will thereby have taken into account
1161 the effects of the Undertaking on Contributing Buildings and Landscape Features, as
1162 well as Archaeological Resources.
1163

1164 XI. DURATION
1165

1166 This Programmatic Agreement shall remain in effect for a period of 10 years, unless
1167 extended through an amendment per Stipulation VII or terminated as provided in
1168 Stipulation VIII.
1169

1170 XII. MISCELLANEOUS
1171

1172 A. Monitoring: The ACHP and the DCHPO may monitor any activities carried out pursuant
1173 to the Programmatic Agreement. GSA shall cooperate with the DCHPO and ACHP in
1174 carrying out these monitoring responsibilities.
1175

1176 B. Availability of Funds: This Programmatic Agreement is subject to applicable laws and
1177 regulations. As to the Signatories only, fulfillment of this Programmatic Agreement and
1178 all of the provisions herein are subject, pursuant to the Anti-Deficiency Act, 31 U.S.C.
1179 § 1341 *et seq.*, to the availability of funds. This Programmatic Agreement is not an
1180 obligation of funds in advance of an appropriation of such funds, and it does not
1181 constitute authority for the expenditure of funds. If a Signatory does not have sufficient
1182 funds available to fulfill the stipulations of this Programmatic Agreement, such Signatory
1183 shall so notify the other Signatories and shall take such actions as are necessary to
1184 comply with all requirements of 36 C.F.R. Part 800. Nothing in this Programmatic
1185 Agreement shall be deemed to authorize an expenditure of funds in violation of the Anti-
1186 Deficiency Act, 31 U.S.C. § 1341 *et seq.* GSA, DHS, FHWA and ACHP will make
1187 reasonable and good faith efforts to seek funding for implementing this Programmatic
1188 Agreement.
1189

1190 C. Recitals: The recitals (Whereas clauses) are incorporated herein as a substantive part of
1191 this Programmatic Agreement.
1192

1193 D. Authority of Signers: Each Signatory hereto represents that the person or persons
1194 executing this Agreement on behalf of such Signatory has full authority to do so
1195

1196 XIII. SIGNATURES
1197

1198 A. Execution and implementation of this Programmatic Agreement by the Signatories, and
1199 implementation of its terms, will evidence that GSA, as the lead agency, NCPC and
1200 FHWA have afforded DCHPO, ACHP, the Signatories and the Consulting Parties an
1201 opportunity to comment on the Undertaking and its effects on the Site, including portions
1202 of Shepherd Parkway, and that GSA, FHWA and NCPC have taken into account the
1203 effects of the Undertaking on Contributing Buildings and Landscape Features, as well as
1204 Archaeological Resources, and in compliance with 36 C.F.R. Part. 800 and Section 110
1205 of the NHPA.
1206

1200 IN WITNESS WHEREOF, the Signatories hereto have caused this Programmatic Agreement to
1201 be executed by their proper and duly authorized officers.

1202
1203

1204 GENERAL SERVICES ADMINISTRATION

1205
1206



12/09/08

1207

By:

Date:

1208

William B. Bush

1209

Assistant Regional Administrator

1210

National Capital Region

1211 GENERAL SERVICES ADMINISTRATION

1212

1213

1214

1215

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1217

1218

Rolando Rivas-Camp _____ *12.9.08*
By: _____ Date:

Rolando Rivas-Camp, FAIA
Director, Center for Historic Buildings
Federal Preservation Officer

1234 ADVISORY COUNCIL ON HISTORIC PRESERVATION

1235

1236

1237

1238

1239

By:

John L. Nau, III
Chairman

Dec 9, 2008

Date:

1240 NATIONAL CAPITAL PLANNING COMMISSION

1241

1242



12/9/08

1243

By:

Date:

1244

Marcel C. Acosta

1245

Executive Director

1246

1247 FEDERAL HIGHWAY ADMINISTRATION

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1256

By:



9 Dec 08

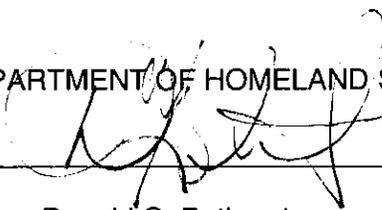
Date:

Melisa L. Ridenour,
Division Engineer, Eastern Federal Lands Highway Division
Federal Highway Administration

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DEPARTMENT OF HOMELAND SECURITY

By:


Donald G. Bathurst
Chief Administrative Officer

Date:

9 Dec 2008

EXHIBIT LIST

1257		
1258		
1259		<i>Available online at www.stelizabethswestcampus.com and in hard copy from the Library and Archives at</i>
1260		<i>the U.S. General Services Administration, National Capital Region, Regional Office Building, 7th & D</i>
1261		<i>Streets SW, Room 2021, Washington, DC 20407-0000; Phone, (202) 358-3086; Fax, (202) 708-4925.</i>
1262		
1263	Exhibit 1	Master Plan and Security Master Plan
1264		<i>Review of the Security Master Plan must be requested as it is distributed on an as-needed/ as-approved basis.</i>
1265		
1266	Exhibit 2	Map of the West Campus
1267		
1268	Exhibit 3	Exchange Agreement
1269		
1270	Exhibit 4	Area of Potential Effect
1271		
1272	Exhibit 5	Environmental Impact Statement (Executive Summary)
1273		
1274	Exhibit 6	List of Contributing Buildings Retained in Master Plan
1275		
1276	Exhibit 7	Preservation, Design and Development Guidelines
1277		
1278	Exhibit 8	Cultural Landscape Report
1279		
1280	Exhibit 9	Memorandum of Agreement By and Among the Office of the Deputy Mayor for
1281		Planning and Economic Development, the General Services Administration and
1282		the United States Department of Homeland Security executed November 23,
1283		2008
1284		
1285	Exhibit 10	Proposed Shepherd Parkway Interchange
1286		
1287	Exhibit 11	Programmatic Agreement between GSA National Capital Region, the D.C. State
1288		Historic Preservation Office and the Advisory Council on Historic Preservation
1289		(1994)
1290		
1291	Exhibit 12	Phasing Diagram
1292		
1293	Exhibit 13	Phasing Schedule
1294		
1295	Exhibit 14	Archaeological Investigations and Compliance with the Secretary of the Interior's
1296		Archaeology and Historic Preservation Standards
1297		
1298	Exhibit 15	Submissions and Design Review Process Diagram
1299		
1300	Exhibit 16	Secretary of the Interior's Archeology and Historic Preservation Standards
1301		
1302	Exhibit 17	List of Consulting Parties and Contact Information
1303		
1304	Exhibit 18	GSA Order PBS 3490.1, <i>Document Security for Sensitive but Unclassified Paper</i>
1305		<i>and Electronic Building Information</i> , dated March 8, 2002
1306		
1307	Exhibit 19	Non-Disclosure Agreement

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EXHIBIT 14

ARCHAEOLOGICAL INVESTIGATIONS AND COMPLIANCE WITH THE SECRETARY OF THE INTERIOR'S ARCHAEOLOGY AND HISTORIC PRESERVATION STANDARDS

The Site for this Undertaking as defined in the Programmatic Agreement (PA) includes St. Elizabeths West Campus, the North Campus Parcel of the East Campus, and portions of Shepherd Parkway. Development within the Site will take place in phases outlined in the Master Plan and will occur over time at or within specific locations and parcels. The National Historic Landmark at St. Elizabeths Hospital contains three identified archaeological sites: 51SE046, St. Elizabeths Hospital NHL Campus; 51SE048, the Point Site; and 51SE049, the Powerhouse Ravine site. Additional archaeological resources are likely present but have not yet been identified. Resource(s) that are known but have not yet been adequately defined are also present, e.g., the Cemetery.

The object of this Exhibit is to provide a process for GSA to avoid, minimize, or mitigate adverse effects to archaeological resources within the Site pursuant to 36 C.F.R. Part 800, of the regulations implementing Section 106 of the National Historic Preservation Act.

Stipulations: The stipulations set forth in this exhibit apply to archaeological work determined necessary through consultation with the District of Columbia State Historic Preservation Officer (DCHPO) and/or the Advisory Council for Historic Preservation (ACHP). GSA shall ensure the following measures are carried out.

B. General Provisions

1. GSA must obtain an Archaeological Resources Protection Act (ARPA) permit prior to initiating archaeological investigations on federal property.
2. Professional Qualifications: GSA shall ensure that all archaeological work required under the terms of this Programmatic Agreement is conducted under the supervision of an individual or individuals who meet the requirements of ARPA, 43CFR7.8., and the Secretary of the Interior's *Guidelines for Archeology and Historic Preservation* (48 FR 44738-39).
3. General Standards: GSA shall ensure that all archaeological work required under the terms of this Programmatic Agreement takes into account current professional standards and guidelines, including the Secretary of the Interior's Archeology and Historic Preservation Standards, the *Guidelines for Archaeological Investigations in the District of Columbia* (1998) (the "District of Columbia Guidelines"), and the ACHP's *Handbook on the Treatment of Archaeological Properties* (1980) and the more recent *Section 106 Archaeology Guidance* (2003) available online at: www.achp.gov/archguide.
4. Documentation Standards: GSA shall ensure that all archaeological investigations are documented in reports that meet the archaeological reporting standards outlined in the *Guidelines for Archaeological Investigations in the District of Columbia* (1998).

1358 5. Artifacts and collections resulting from all archaeological investigations will be
1359 analyzed, prepared for curation, and transferred to a curation facility that meets
1360 federal collections standards as specified in 36 C.F.R. 79 and consistent with
1361 Stipulation E, Curation of Artifacts and Associated Records.
1362

1363 C. Consultation:

- 1364
- 1365 1. To facilitate consultation and encourage consideration of a broad range of
1366 alternatives, GSA shall notify DCHPO in writing about any proposed excavation,
1367 construction, grading, construction staging areas or any other ground-disturbing
1368 activity ("Ground-Disturbing Activity") that has the potential to adversely affect
1369 archaeological resources within any portion of the Site early in project planning.
1370 GSA shall provide DCHPO with a description and APE of the proposed Ground-
1371 Disturbing Activity, the identified resources present, and GSA's evaluation of whether
1372 identification of archaeological resources (Phase I survey) has been adequately
1373 completed for that specific APE.
1374
 - 1375 2. Prior to implementing Ground-Disturbing Activity at any location within the Site, GSA
1376 shall consult with the DCHPO to prepare and implement work plans for the
1377 identification, evaluation, and treatment of any National Register (NR)-eligible
1378 archaeological resources in the area subject to ground-disturbance in accordance
1379 with PA Stipulation III.D.1. and in accordance with Stipulation C, Identification,
1380 Evaluation, and Treatment of Archaeological Resources.
1381
 - 1382 3. Under certain circumstances, where hazardous conditions pose a high risk to health
1383 and safety, and GSA reasonably determines the approved work plan for the
1384 archaeological investigation cannot be carried out, GSA shall immediately notify the
1385 DCHPO in writing of such determination. GSA shall, within five (5) business days
1386 (not including a federal holiday) of such notification, provide the DCHPO with a
1387 summary description of the circumstances and a proposed resolution for their review
1388 and comment. Within thirty (30) calendar days or within an agreed upon timeframe
1389 from receipt of the summary description and proposed resolution, the DCHPO shall
1390 provide written comments thereon. GSA shall review and take into consideration
1391 such written comments and prepare a final resolution. If DCHPO fails to provide such
1392 written comments to GSA within such thirty (30) calendar-day period, GSA may
1393 assume that DCHPO has no comments regarding such summary and proposed
1394 resolution and may implement them. If GSA and the DCHPO cannot reach
1395 agreement on the proposed resolution, the matter will be resolved in accordance with
1396 PA Stipulation V, Dispute Resolution.
1397

1398 D. Identification, Evaluation, and Treatment of Archaeological Resources

- 1399
- 1400 1. Prior to initiating Ground-Disturbing Activity within the Site, GSA, in consultation with
1401 the DCHPO during early project planning, shall provide DCHPO with a description
1402 and APE of the proposed Ground-Disturbing Activity and an evaluation of whether
1403 identification of archaeological resources has been completed for that specific APE.
1404 GSA, in consultation with the DCHPO shall determine whether: a) the Ground-
1405 Disturbing Activity has the potential to adversely affect NR-eligible archaeological
1406 resources in the APE as defined in 36 C.F.R. 800.16(i), and/or b) identification of
1407 archaeological resources (Phase I survey) is warranted. If GSA and the DCHPO

1408 cannot reach agreement on the determination of the necessity of Phase I survey, the
1409 matter will be resolved in accordance with PA Stipulation V, Dispute Resolution.

1410
1411 a. If GSA and DCHPO agree that the proposed Ground Disturbing Activity has the
1412 potential to affect unevaluated archaeological resources or if additional
1413 identification is necessary, GSA shall submit an archaeological work plan to
1414 complete the identification (Phase I) and/or evaluation (Phase II) study(s). All
1415 work plans will be prepared in consultation with the DCHPO and in accordance
1416 with standards for Identification and Evaluation studies outlined in the *Guidelines*
1417 *for Archaeological Investigations in the District of Columbia* (1998). GSA may
1418 seek development of a flexible plan for the identification, evaluation, and
1419 treatment of NR-eligible archaeological resources in areas subject to ground-
1420 disturbance within the Site. Such a flexible plan may include conducting
1421 identification and evaluation activities concurrently following the process outlined
1422 in the *Guidelines for Archaeological Investigations in the District of Columbia*
1423 (1998). If warranted, the DCHPO may approve considering unevaluated
1424 resources as eligible so that treatment in the form of data recovery (Phase III)
1425 investigations can proceed directly following Phase I, resource identification.

1426
1427 i. Prior to its implementation, GSA shall submit the archaeological work plan to
1428 DCHPO for review and concurrence. The DCHPO shall respond within thirty
1429 (30) calendar days or within an agreed upon timeframe of receipt of the work
1430 plan. If DCHPO does not respond within thirty (30) calendar days of receipt,
1431 GSA may implement the archaeological work plan.

1432
1433 ii. If DCHPO concurs with the work plan, GSA shall implement such plan. If
1434 DCHPO objects to the work plan within thirty (30) calendar days or within an
1435 agreed upon timeframe of receipt of the work plan, GSA shall address the
1436 objection by either revising the archaeological work plan in accordance with
1437 the DCHPO's recommendations or resolving the matter in accordance with
1438 PA Stipulation V, Dispute Resolution.

1439
1440 iii. In implementing an archaeological work plan, GSA shall make a reasonable
1441 and good-faith effort to define the boundaries of archaeological resources.
1442 GSA will implement the standards for site boundary definition detailed in
1443 "Identification of Archaeological Resources: Phase I Archaeological Survey"
1444 of the *Guidelines for Archaeological Investigations in the District of Columbia*
1445 (1998).

1446
1447 iv. In consultation with DCHPO, GSA shall apply the National Register criteria
1448 under 36 C.F.R. Part 63, "Determinations of Eligibility for Inclusion in the
1449 National Register of Historic Places," as amended, to unevaluated
1450 archaeological resources identified within the APE. If GSA and DCHPO
1451 concur that the National Register criteria are met, the archaeological
1452 resources shall be considered eligible for listing in the National Register for
1453 purposes of Section 106 compliance and this PA. If they do not agree, GSA
1454 shall submit the matter to the Keeper of the National Register for resolution.

1455
1456 v. GSA shall submit a draft report describing each Phase I and/or Phase II
1457 archaeological study as appropriate to DCHPO for review and comment.
1458 Reports will be prepared in accordance with the reporting standards defined

1459 in the *Guidelines for Archaeological Investigations in the District of Columbia*
1460 (1998), and with Stipulation D, Reporting.

1461
1462 b. GSA shall provide DCHPO access to view ongoing archaeological excavations,
1463 laboratory analysis, and address any questions or concerns from DCHPO about
1464 such consistent with the *Guidelines for Archaeological Investigations in the*
1465 *District of Columbia* (1998) and NHPA. 36 C.F.R. Part 800.

1466
1467 2. Treatment Plans: If it is determined that the proposed Ground Disturbing Activity has
1468 the potential to adversely affect NR-eligible archaeological resources, then GSA shall
1469 consider various options to avoid, minimize, or mitigate adverse effects through
1470 preparation of a treatment plan. The preferred treatment for all archaeological
1471 resources is avoidance of adverse effects. GSA shall to all possible extent avoid
1472 effects to NR-eligible archaeological resources either through project design
1473 changes, use of temporary fences or barricades during construction, or other
1474 measures that will protect the resources. If GSA, in consultation with DCHPO,
1475 ACHP and the Consulting Parties, determines that complete avoidance of effects to
1476 NR-eligible archaeological resources is not practicable, GSA then will develop a
1477 mitigation treatment plan. Examples of mitigative treatments when adverse effects
1478 cannot be avoided include but are not limited to preservation in place,
1479 documentation, and data recovery (Phase III investigations). All treatment plans will
1480 be developed in consultation with the DCHPO and the consulting parties as
1481 appropriate. If GSA receives comments on a treatment plan from DCHPO or
1482 consulting parties, then GSA shall revise the plan to address comments or
1483 recommendations where technically feasible and economically prudent.

1484
1485 a. Phase III archaeological data recovery investigations necessitate preparation of a
1486 detailed research design and work plan in consultation with the DCHPO which
1487 specifies the research problems and goals, and describe appropriate methods for
1488 collecting and interpreting archaeological data. Phase III archaeological work
1489 plans will be prepared in accordance with "Treatment of Archaeological
1490 Resources: Phase III Data Recovery Investigations" of the *Guidelines for*
1491 *Archaeological Investigations in the District of Columbia* (1998).

1492
1493 i. Prior to its implementation, GSA shall submit the Phase III archaeological
1494 work plan to DCHPO for review and concurrence. The DCHPO shall respond
1495 within thirty (30) calendar days or within an agreed upon timeframe of receipt
1496 of the work plan. If DCHPO does not respond within thirty (30) calendar days
1497 of receipt, GSA may implement the Phase III archaeological work plan.

1498
1499 ii. If DCHPO concurs with the Phase III work plan, GSA shall implement such
1500 plan. If DCHPO objects to the work plan within thirty (30) calendar days or
1501 within an agreed upon timeframe of receipt of the work plan, GSA shall
1502 address the objection by either revising the archaeological work plan in
1503 accordance with the DCHPO's recommendations or resolving the matter in
1504 accordance with PA Stipulation V, Dispute Resolution.

1505
1506 iii. GSA shall submit a draft report describing a Phase III archaeological study to
1507 DCHPO for review and comment. Reports should be prepared in accordance
1508 with the reporting standards defined in the *Guidelines for Archaeological*

1509 *Investigations in the District of Columbia* (1998), and with Stipulation D,
1510 Reporting.

- 1511
- 1512 b. Treatments for educating and/or interpreting the archaeological resources for the
1513 public as mitigation of adverse effects pursuant to PA Stipulation III.D.2 shall be
1514 developed in consultation with the DCHPO and in accordance with Stipulation G,
1515 Public Interpretation.
- 1516
- 1517 c. Treatments for preservation in place of NR-eligible archaeological resources
1518 through burial, capping, etc., shall be shall be developed in consultation with the
1519 DCHPO and consulting parties.
- 1520
- 1521 d. Other treatments are possible and should be developed in consultation with the
1522 DCHPO and consulting parties.
- 1523
- 1524 3. GSA shall submit the treatment plan to DCHPO for its review and approval within
1525 thirty (30) calendar days of receipt of the plan or within an agreed upon timeframe. A
1526 Memorandum of Agreement specifying the agreed upon treatment(s) shall be
1527 prepared. Should GSA and DCHPO disagree, GSA will resolve the matter in
1528 accordance with PA Stipulation V, Dispute Resolution.
- 1529
- 1530 a. If DCHPO approves the treatment plan, GSA shall implement such plan. If
1531 DCHPO fails to respond to GSA within thirty (30) calendar days, or within an
1532 otherwise agreed upon timeframe, GSA may proceed with implementation of the
1533 treatment plan. If DCHPO objects within the thirty (30) calendar-day period and
1534 GSA and DCHPO cannot agree, the dispute will be resolved in accordance with
1535 PA Stipulation V, Dispute Resolution.
- 1536
- 1537 b. Implementation of a treatment plan will occur prior to any construction activities
1538 that may affect NR-eligible archaeological resources addressed in the plan.
1539 Construction activities may proceed in all other portions of the area provided
1540 those activities are consistent with all other requirements of this PA.

1541

1542 E. Reporting

1543

- 1544 1. All reports of archaeological investigations will be prepared in accordance with
1545 "Reporting Standards for Archaeological Studies" of the *Guidelines for*
1546 *Archaeological Investigations in the District of Columbia* (1998).
- 1547
- 1548 2. Within one (1) year following the complete implementation of archaeological
1549 excavation or any archaeological work plan or treatment plan for a proposed Ground-
1550 Disturbing Activity, whichever is later, GSA shall submit a draft final report describing
1551 the archaeological work to DCHPO for review and comment along with new and/or
1552 updated site forms.
- 1553
- 1554 a. GSA shall ensure that all comments received from DCHPO within thirty (30)
1555 calendar days of receipt of the draft report or within an agreed upon timeframe
1556 are incorporated into the final report. GSA should consult with DCHPO to
1557 resolve issues arising from DCHPO comments; if differences cannot be resolved
1558 then the dispute should be settled in accordance with PA Stipulation V, Dispute
1559 Resolution.

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- b. Within thirty (30) calendar days of receipt of DCHPO's comments or within an agreed upon timeframe, GSA shall complete the final report inclusive of site forms and National Archaeological Database (NADB) forms. GSA shall submit two (2) hard copies of the final report and one PDF version on CD or via electronic file transfer to DCHPO, and one hard copy of the final report to the Martin Luther King, Jr. Memorial Library, the District of Columbia Archives, and the Washington Historical Society in a timely manner.

F. Curation of Artifacts and Associated Records

1. GSA owns and is responsible for permanent curation of the artifacts and associated records relating to all archaeological resources recovered during GSA's ownership or development of the Site in accordance with 36 C.F.R. Part 79, "Curation of Federally Owned and Administered Archaeological Collections." If GSA fails to curate the collections in accordance with 36 C.F.R. Part 79, the DCHPO may specify removal of the collection and records to a compliant facility at GSA expense, subject to PA Stipulation XII.B.
2. Archaeological collections or portions of collections resulting from any investigations covered by this PA will not be deaccessioned or discarded for any reason without consulting the DCHPO. Ownership of collections that GSA and DCHPO have agreed will be deaccessioned will transfer to the DCHPO, but GSA will bear the cost of transmitting and curation of the collection to a repository chosen by the DCHPO, subject to PA Stipulation XII.B.
3. GSA may abandon its claim of ownership to collections and records obtained from investigations of land belonging to the District of Columbia on the East Campus. In such an event ownership will pass to the DCHPO but GSA would bear the cost of transmitting and curation of the collection to a repository chosen by the DCHPO, subject to PA Stipulation XII.B.

G. Public Interpretation

1. GSA shall consult with DCHPO to develop a comprehensive interpretive program for archaeological investigations and interpretation including appropriate interpretive themes and measures consistent with the PA Stipulation III.D.2, Public Outreach, Interpretation, and Education. The intent of these activities is to inform the public about the Site's history and the nature of the archaeological resources discovered at the Site, and to promote archaeology in general. GSA shall develop both Interim and Long-Term Measures for public interpretation of the archaeological investigations.
 - a. Interim Measures shall be undertaken during archaeological investigations, e.g., while Phase I, II, or III investigations are in progress, and shall focus on the process and results of investigations, as appropriate.
 - b. Long-term Measures comprise the comprehensive interpretive program that will be completed over a period of time and are not specific to individual archaeological investigations at the Site. Such a program may require GSA to develop, build, create, or maintain facilities to host permanent exhibits, web pages, or other elements dictated by the Long-term Measures plan.

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- c. In developing interpretive measures, GSA shall consider a variety of media to reach multiple audiences and a variety of educational levels. Measures may include, but are not limited to:
 - i. Displaying artifacts or interpretive exhibits in off-site building lobbies, libraries, schools, churches, or community centers;
 - ii. Developing lesson plans, educational materials, teaching trunks, and/or videos, with input from education professionals, using archaeological data to interpret the Site for use by local schools, academic institutions, museums, and/or other institutions;
 - iii. Conducting field programs or tours or virtual tours of ongoing archaeological investigations;
 - iv. Preparing posters, brochures, publications, books, and/or internet web pages;
 - v. Presenting lectures, presentations, and/or demonstrations on the archaeological investigations and results;
 - vi. Sponsoring educational internships for residents, students, and/or graduate students to conduct research or outreach, or prepare materials for outreach activities; and
 - vii. Installing interpretive markers or signage within and outside the Site.

- 2. GSA shall develop Interim Measures in consultation with DCHPO for each archaeological work plan and treatment plan, as appropriate, and shall ensure that they are implemented as agreed upon.
- 3. GSA shall submit a draft of the Long-term Measures plan to the DCHPO for review and comment within five (5) years of the initiation of this PA. Within thirty (30) calendar days or within an agreed upon timeframe of receipt of such draft plan, DCHPO shall submit comments on such draft plan to GSA. In developing the final Post-Completion Measures plan, GSA shall take into account the comments provided by DCHPO. GSA shall submit the final Post-completion Measures plan to the DCHPO within thirty (30) days of receipt of such DCHPO comments. Should GSA and DCHPO disagree on elements of the Post-Completion Measures plan, the matter should be resolved in accordance with PA Stipulation V, Dispute Resolution.
- 4. GSA shall complete implementation of the Long-term Measures plan within twenty-four (24) months following the Sunset of the this PA or the completion of all phases of the Master Plan or completion of an Amended Master Plan (if applicable), whichever comes first.

H. Unanticipated Discoveries

- 1. In order to minimize the risk of construction delay if NR-eligible archaeological resources are either (a) discovered following completion of a Phase I identification survey or (b) discovered on the Site outside of the areas subject to ground-disturbance, GSA shall develop measures for the treatment of unexpected

1662 discoveries, including human remains, that will be inserted into all contracts for
1663 excavation, construction, or other Ground-Disturbing Activity at the Site.
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1665 2. GSA's unanticipated discovery plan shall ensure that the following actions are taken:
1666 a. Whenever a previously unidentified archaeological resource is discovered within
1667 the Site, GSA shall ensure all work involving ground disturbance shall be halted
1668 in the immediate area of discovery and GSA will immediately notify the DCHPO
1669 of the discovery.
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1671 b. An archaeologist, meeting the standards set forth in Stipulation A.2, Professional
1672 Qualifications, shall immediately inspect the work site to evaluate the nature and
1673 geographic area of the discovery, make recommendations to GSA regarding the
1674 National Register eligibility of the discovery, and determine the measures needed
1675 to protect the discovery from construction impacts if appropriate. GSA shall
1676 promptly protect the area of the discovery, and once it has done so, construction
1677 may resume in those areas where there would be no physical impact to the
1678 discovery.
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1680 c. Within three (3) business days of making the discovery, GSA shall submit written
1681 notification to DCHPO that shall include GSA's assessment of 1) whether the
1682 data available permit a determination of NR eligibility and if not, intent to conduct
1683 Phase I investigations of the identified resources, or 2) if the resources are NR-
1684 eligible, the actions that GSA proposes to resolve the adverse effects. DCHPO
1685 shall have two (2) business days (not including a federal holiday) of receipt to
1686 respond to GSA's notification. GSA shall take into account any recommendations
1687 provided by the DCHPO. GSA shall make a final decision on proposed actions, if
1688 any, and notify the DCHPO prior to implementation. If DCHPO objects to the
1689 actions the dispute will be resolved in accordance with PA Stipulation V, Dispute
1690 Resolution.
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1692 d. Treatment of Human Remains: GSA shall ensure that if human remains are
1693 discovered on the Site GSA will immediately notify the DCHPO of the discovery
1694 and ensure that all Ground-Disturbing Activities in the immediate area of the
1695 discovery will cease immediately and remain halted until all of the following
1696 actions have been carried out:
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1698 i. Within twenty-four (24) hours, GSA shall implement measures to protect the
1699 human remains from inclement weather and vandalism, and notify the District
1700 of Columbia Office of the Chief Medical Examiner ("OCME") of the discovery.
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1702 ii. GSA shall provide OCME and DCHPO with a description of the discovery
1703 sufficient to allow OCME to complete its obligations under Statute § 5-1406 of
1704 the District of Columbia Code or other applicable law.
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1706 iii. If the OCME determines that the human remains are not subject to a criminal
1707 investigation by local or federal authorities, GSA shall comply with all
1708 applicable federal and District of Columbia laws and regulations governing
1709 the discovery and disposition of human remains and consider ACHP's *Policy
1710 Statement Regarding Treatment of Burial Sites, Human Remains, and
1711 Funerary Objects* (2007), available at: www.achp.gov/docs/hrpolicy0207.pdf.

- 1712 iv. In the event that GSA determines, after consultation as set forth in Stipulation
1713 G.2.d.v., below, that Native American human remains or funerary objects
1714 have been discovered on property owned or controlled by GSA, GSA shall
1715 proceed in accordance with the Native American Graves Protection and
1716 Repatriation Act, as amended (Public Law 101-601, 25 U.S.C. 3001 et seq.).
1717 v. Before making any final decision regarding the treatment of human
1718 remains, GSA shall within five (5) business days (not including a federal
1719 holiday) after discovery of such remains initiate consultation with the ACHP,
1720 DCHPO, Indian tribes, if applicable, and the Consulting Parties to develop
1721 and implement treatment measures with the understanding that federal
1722 and/or District of Columbia law may determine the outcome.
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1724 I. Emergency and Unanticipated Adverse Effects Situations
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- 1726 1. GSA shall ensure that any Emergency Undertaking for immediate rescue and
1727 salvage operations on the Site that are (a) required because of an emergency (e.g.,
1728 a disaster or emergency declaration by the President, the Mayor of Washington,
1729 D.C., or another threat to life or property) that adversely affects a NR-eligible
1730 resource at the Site or (b) necessary to preserve life or property shall be carried out
1731 in accordance with any emergency orders or citations issued by the appropriate
1732 official of the District of Columbia or the United States, as applicable. GSA shall use
1733 its best efforts to notify DCHPO immediately and ACHP of such operations within
1734 one (1) business day after the commencement of such operations. Nothing in this
1735 Programmatic Agreement shall be deemed to prevent GSA from taking immediate
1736 rescue and salvage operations on the Site as necessary in an emergency to prevent
1737 the loss of life or property.
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- 1739 i. If GSA proposes an emergency undertaking which may have an adverse
1740 effect on NR-eligible resources at the Site, GSA shall afford DCHPO and the
1741 ACHP an opportunity to comment within three (3) business days (not
1742 including a federal holiday) of such notification. If GSA determines that
1743 circumstances do not permit three (3) business days for comment, then GSA
1744 shall notify DCHPO and invite comments within the time available. GSA shall
1745 consider, as applicable in light of the urgency of the circumstances, any
1746 comments received in reaching a decision on how to proceed with the
1747 emergency undertaking. If DCHPO objects to the proposed actions the
1748 dispute will be resolved in accordance with PA Stipulation V, Dispute
1749 Resolution.
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- 1751 ii. These emergency procedures apply only to undertakings that may have an
1752 adverse effect on NR-eligible resources at the Site and that will be
1753 implemented within thirty (30) days or other agreed upon timeframe after the
1754 disaster or emergency occurs. GSA may request an extension of the period
1755 of applicability from DCHPO prior to the expiration of the thirty (30) days.
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- 1757 2. Unanticipated Adverse Effects. An unanticipated adverse effect is accidental damage
1758 or destruction of NR-eligible archaeological resources within the Site. Should any
1759 NR-eligible archaeological resources be subject to unanticipated adverse effects,
1760 GSA shall immediately notify the DCHPO and the ACHP. GSA shall ensure that the
1761 Signatories and the Consulting Parties are notified of the unanticipated adverse
1762 effect within one (1) business days of its learning of such unanticipated adverse

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effects. GSA shall enter into Consultation in accordance with PA Stipulation C.1
Consultation Procedures including without limitation Stipulation B, Consultation.