

AMENDMENT
TO THE
MEMORANDUM OF AGREEMENT
BY AND AMONG
THE UNITED STATES GENERAL SERVICES ADMINISTRATION,
THE AMERICAN NATIONAL RED CROSS,
THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE,
THE NATIONAL CAPITAL PLANNING COMMISSION, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
CONSTRUCTION OF A BUILDING AT 2025 E STREET, N.W., IN THE DISTRICT OF COLUMBIA

WHEREAS, Public Law 100-637, section 11(a), 102 Stat. 3325, 36 U.S.C. § 13 note (November 8, 1988), amended Public Law 80-156 (July 1, 1947), and directed the Administrator of the United States General Services Administration ("GSA"), notwithstanding any other provision of law, to enter into a ground lease with the American National Red Cross, District of Columbia Chapter ("ARC") for the property described in Public Law 80-156 as the "south half of Square 104," and located between 20th and 21st Streets, N.W. along E Street, N.W. ("Property") for 99 years, at which time any improvements on the Property will revert to the ownership of the United States; and

WHEREAS, Public Law 100-637 granted ARC the right to, *inter alia*, demolish the historic Red Cross District of Columbia Chapter Building ("Building") that was on the Property, said Building also being known by its address of 2025 E Street, N.W., and construct improvements on the Property for use by ARC for office, medical and scientific purposes ("Project"); and

WHEREAS, Public Law 100-637 directed, *inter alia*, that the United States cooperate with ARC with respect to matters relating to the development of the Project; and

WHEREAS, Public Law 100-637 provided that the plans for the Project must be approved by ARC, the National Capital Planning Commission ("NCPC") and the Commission of Fine Arts ("CFA"); and

WHEREAS, in 1999, NCPC considered and gave final approval to the plans submitted by ARC to construct a new building on the Property and NCPC deemed this approval action to require compliance with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108, and its implementing regulations ("Section 106"); and

WHEREAS, the execution of the ground lease by GSA as directed by Public Law 100-637 also required compliance with Section 106; and

WHEREAS, in compliance with Section 106, GSA, NCPC, ARC, the State Historic Preservation Office for the District of Columbia ("SHPO"), and the Advisory Council on Historic Preservation ("ACHP") executed

a Memorandum of Agreement effective as of February 26, 1999 (the "1999 MOA"), to resolve the adverse effects that would result to historic properties as a result of the undertaking, specifically the demolition of the Building, the execution and operation of the ground lease and the construction of new improvements on the Property, and the original Memorandum of Agreement was developed pursuant to the regulations in effect at that time, 36 C.F.R. part 800 (1986); and

WHEREAS, CFA was invited, but elected not, to sign the 1999 MOA because it objected to provisions in the 1999 MOA that were not "strictly limited ... to design and construction points related solely to the particular site of the proposed new building"; and

WHEREAS, GSA and ARC entered into the ground lease effective as of July 29, 1999, for the Property; and

WHEREAS, in accordance with the 1999 MOA, ARC (i) completed a Historic American Buildings Survey, including photographic documentation, and a Phase I archaeological survey, (ii) partially demolished the Building, (iii) constructed the improvements on the Property between 2000 and 2001 in accordance with the approved site and building plans for the Project, (iv) occupied the new building in 2001, and (v) provided the neighborhood amenities upon completion and occupancy of the Property commencing in 2001, as required by stipulation no. 6 of the 1999 MOA; and

WHEREAS, the undertaking described in the 1999 MOA is now proposed to change because ARC intends to (i) vacate the new building permanently on or about December 15, 2016, (ii) remove identifying signage and certain salvaged features of the original Building ("Features") and (iii) sell its interest in the Property to the United States, acting by and through GSA; and

WHEREAS, to facilitate the sale of its interest in the Property to the United States, Red Cross and GSA desire to subject the improvements constructed on the Property to a condominium regime and GSA has consented to the creation of the condominium with the intent of owning the improvements on the Property; and

WHEREAS, upon permanently vacating the new building, ARC intends to discontinue the neighborhood amenities that are outlined in stipulation no. 6 of the 1999 MOA and were to be provided by ARC upon completion of construction of the new building and occupancy of the Property; and

WHEREAS, in accordance with stipulation no. 8 of the 1999 MOA, GSA and ARC have notified NCPC, ACHP, CFA, and the SHPO of these proposed changes and have requested that the parties (collectively, the "Consulting Parties") consult to seek agreement on amendments to the 1999 MOA; and

WHEREAS, the Consulting Parties have reviewed the plans and drawings for the proposed alteration, removal and disposition of the Features, and CFA and NCPC must now give approval of final plans for

changes to the Features and other improvements on the Property (the "Building Plans"), which approvals are anticipated shortly; and

WHEREAS, the Consulting Parties have reached a consensus and desire to set forth in this Amendment to the 1999 MOA ("Amendment") their agreements with respect to the Building Plans and certain other matters as more particularly set forth below; and

WHEREAS, since CFA was not a signatory to the 1999 MOA, its signature is not required for this Amendment; and

NOW, THEREFORE, in accordance with stipulation no. 8 of the 1999 MOA and 36 C.F.R. § 800.5(e)(5)[1986], GSA, ARC, the SHPO, NCPC, and ACHP (each, a "Signatory" and, collectively, the "Signatories") agree to amend the 1999 MOA as follows:

STIPULATIONS

GSA, NCPC and ARC will carry out the following measures:

1. Project Design. Stipulation no. 1 of the 1999 MOA is hereby amended by adding the following after the last sentence of the paragraph:
 - A. Upon NCPC's review and approval of the Building Plans, GSA will circulate electronic copies to the Signatories for their files, and the approved Building Plans will be attached to this Amendment without the need for further amendment as Exhibit C.
 - B. ARC will complete the actions described below, each of which to be carried out by personnel who meet the Secretary of the Interior's Professional Standards for the field in which they are working.
 - i. Remove the Red Cross monuments and restore the plaza surface to match surrounding materials.
 - ii. Remove the Red Cross history bench panels and replace them with polished black granite panels to match the existing materials, leaving the existing retaining wall in place.
 - iii. Remove the 1951 D.C. Chapter medallion spandrel panel and replace it with a cast metal panel to match the existing rosette spandrel panels on either side of the medallion's

current location. The replacement panel must have an expansion coefficient compatible with the existing materials to prevent system failure in the future.

- iv. Remove the Red Cross medallion on the front door and relocate it to Red Cross Square on 17th Street. The medallion will be relocated either to the current D.C. Chapter space on the Garden Level of the 17th Street building (circa 1913) or in the original D.C. Chapter building at 1730 E Street, N.W. (circa 1928). Both locations are directly connected to the history of the American Red Cross in the District of Columbia. Further, ARC will add a historic photo of the D.C. Chapter Building to its collection in the 17th Street building of historic photos of the other buildings that ARC has occupied in Washington, D.C. and add it to the historic tour of the 17th Street building.
- v. Install a new cast metal plaque in front of the existing incised text located above the main entrance.
- vi. Remove the existing sandstone address monument. The granite base and landscape lighting will remain for potential reuse by the new owner. The remaining substructure will be rendered free of extruding hardware that could pose a safety or health hazard to the general public.

C. Upon ARC's completion of the items listed in stipulation 1.B, above, and GSA's written confirmation and acceptance thereof by GSA's qualified personnel, ARC will provide a letter to the SHPO, with copies to the other Signatories, stating that it has satisfactorily completed the required work. The SHPO's written acknowledgement of receipt and confirmation of satisfactory completion of ARC's obligations will be circulated to the other Signatories by either the SHPO or GSA.

2. Neighborhood Improvements. Stipulation no. 6 of the 1999 MOA is hereby amended by adding the following at the end of the provision:

ARC will notify Advisory Neighborhood Commission 2A, in writing, of ARC's intention to vacate the improvements on the Property permanently and, effective upon its relocation from the Property, its discontinuance of the following neighborhood amenities:

- A. Cleaning, landscaping and maintenance of the public park at the southwest corner of 21st and E Streets, N.W.
- B. Allowing community residents to utilize, at no charge, the ARC shuttle bus that runs from the ARC building on the Property to and from a Metrorail station on a space as available basis.

- C. Allowing community residents access to, and use of, ARC's cafeteria during normal cafeteria hours.
 - D. Allowing organized community groups to utilize ARC's facilities for meetings and the like.
3. Stipulation no. 8 of the 1999 MOA is hereby deleted in its entirety and replaced with the following:

This Memorandum of Agreement, as amended, may be further amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all of the Signatories is filed with the ACHP.

4. A new stipulation no. 10 is hereby added, to read as follows:

10. Dispute Resolution.

Should any Signatory to this Amendment object at any time to any actions proposed or the manner in which the terms of this Amendment are implemented, GSA will consult with such party to resolve the objection. If GSA determines that such objection cannot be resolved, GSA will notify the other Signatories of the dispute and GSA will:

- A. Forward all documentation relevant to the dispute; including GSA's proposed resolution, to ACHP. ACHP will provide GSA with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, GSA will prepare a written response that takes into account any timely advice or comments regarding the dispute from ACHP and the other Signatories and provide them with a copy of this written response. GSA will then proceed according to its final decision.
- B. If ACHP does not provide its advice regarding the dispute within the 30-day time period, GSA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, GSA will prepare a written response that takes into account any timely comments regarding the dispute from the other Signatories and provide them and ACHP with a copy of such written response.
- C. ARC's and GSA's responsibility to carry out all other actions subject to the terms of this Amendment that are not the subject of the dispute remain unchanged.

5. A new stipulation no. 11 is hereby added, to read as follows:

11. Termination.

If any Signatory to this Amendment determines that its terms will not or cannot be carried out, that party must immediately consult with the other Signatories to attempt to develop an amendment per stipulation no. 8, above. If within 30 days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the Memorandum of Agreement upon written notification to the other Signatories.

Once the Memorandum of Agreement, as amended, is terminated, and prior to work continuing on the undertaking, GSA and NCPC must either (a) execute a Memorandum of Agreement pursuant to 36 C.F.R. § 800.6 or (b) request, take into account and respond to the comments of ACHP under 36 C.F.R. § 800.7. GSA and NCPC must notify the Signatories as to the course of action they will pursue.

6. A new stipulation no. 12 is hereby added, to read as follows:

12. Duration.

This Memorandum of Agreement, as amended, will expire upon written notification from GSA to the other Signatories that stipulation nos. 1 and 2, above, which correspond to stipulation nos. 1 and 6, respectively, in the 1999 MOA, have been completed.

7. A new stipulation no. 13 is hereby added, to read as follows:

13. Electronic Copies.

Within one week of the last signature on this Amendment, GSA must provide each Signatory with one legible, color, electronic copy of this fully executed Amendment and all of its attachments. Internet links may not be used as a means to provide copies of attachments since web-based information often changes. If the electronic copy is too large to send by e-mail, GSA must provide each Signatory with a copy of this Amendment on a compact disc.

8. Unmodified Terms.

Except as expressly amended hereby, all other terms of the 1999 MOA are to remain unchanged.

Execution of this Amendment by the Signatories and implementation of its terms evidence that GSA and NCPC have taken into account the effects of this undertaking on historic properties and afforded ACHP a reasonable opportunity to comment.

EXHIBIT LIST

Exhibit A: Map of Square 104

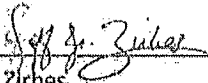
Exhibit B: Map of Area Surrounding the Property

Exhibit C: Approved Building Plans

SIGNATURES APPEAR ON THE FOLLOWING PAGES

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AMERICAN NATIONAL RED CROSS

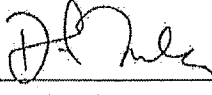


Jeff Zirbes
Executive Director
Facilities Operations

November 29, 2016
Date

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DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE



David Maloney
State Historic Preservation Officer

11/29/2016
Date

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U.S. GENERAL SERVICES ADMINISTRATION



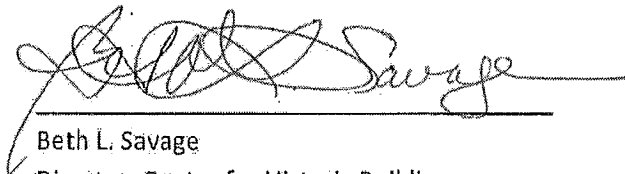
Mary D. Gilbert
Regional Commissioner
Public Buildings Service
National Capital Region

11.23.14

Date

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U.S. GENERAL SERVICES ADMINISTRATION



Beth L. Savage

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

11/23/2016

Date

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ADVISORY COUNCIL ON HISTORIC PRESERVATION



John M. Fowler
Executive Director

12/7/16
Date

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NATIONAL CAPITAL PLANNING COMMISSION



Marcel C. Acosta
Executive Director

11/30/2016

Date