

**SECOND AMENDED
MEMORANDUM OF AGREEMENT
BY AND AMONG
THE UNITED STATES GENERAL SERVICES ADMINISTRATION,
UNITED STATES DEPARTMENT OF COMMERCE,
THE NATIONAL PARK SERVICE,
THE NATIONAL CAPITAL PLANNING COMMISSION
THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE MODERNIZATION OF THE HERBERT C. HOOVER BUILDING,
INSTALLATION OF PERIMETER SECURITY
AND INTERIOR IMPROVEMENTS ASSOCIATED WITH CONSOLIDATION,
WASHINGTON, D.C.**

This Second Amended Memorandum of Agreement ("Second Amended MOA") is made as of this 13th day of July, 2016, by and among the United States General Services Administration ("GSA"), which will act as the lead agency, the United States Department of Commerce ("DoC"), the National Park Service ("NPS"), the National Capital Planning Commission ("NCPC"), the District of Columbia State Historic Preservation Office ("SHPO"), and the Advisory Council on Historic Preservation ("ACHP") (referred to collectively herein as the "Parties" or "Signatories" or individually as a "Party" or "Signatory") pursuant to Section 106 of the National Historic Preservation Act ("NHPA"), 54 U.S.C. § 306108 and its implementing regulations 36 C.F.R. part 800; and section 110 of the NHPA, 54 U.S.C. § 306107.

WHEREAS, GSA entered into a Memorandum of Agreement, dated April 21, 2010, with DoC, SHPO, and ACHP ("2010 MOA") to address the effects of the Herbert C. Hoover Building modernization project (the Undertaking) under Section 106 of the NHPA and added the installation of perimeter security to the Undertaking with the First Amended MOA on June 26, 2013; and,

WHEREAS, this Second Amended MOA addresses personnel and operational efficiency measures that are being required by the Congressional Budget Office Presidential Executive Orders 13693, Planning for Federal Sustainability in the Next Decade and 13589, Promoting Efficient Spending, and the DoC 21st century workplace program initiatives; and,

WHEREAS, The Herbert C. Hoover Building is located at 1401 Constitution Avenue, NW, Washington, DC ("Property"), was constructed in 1932 as the headquarters for the DoC; is listed on the National Register of Historic Places ("National Register") as a contributing structure in the Pennsylvania Avenue National Historic Site ("PANHS") and the Federal Triangle Historic District, which were listed on the National Register in 1965 and 1968, respectively; and is within the L'Enfant Plan, which was listed on the National Register in 1997; and,

WHEREAS, GSA entered into a Delegation Agreement with the DoC on December 14, 1989, re-delegated on August 22, 1994, on November 26, 1997, and again on January

4, 2013, for the ongoing management and operation of the Property ad infinitum or until either agency seeks to change the Delegation Agreement; and,

WHEREAS, GSA plans to modernize the Property in eight phases over a 15-year period as of the date on this first page of this Second Amended MOA. Phase one of the modernization was initiated in 2007 and completed in 2010. Phase one was determined to have no adverse effect on the Property by GSA, and such was confirmed in writing by the SHPO on December 4, 2007 (Appendix A), prior to the commencement of Phase one; and,

WHEREAS, consistent with the original MOA GSA plans to carry out the remaining phases of the modernization of the Property, detailed in the phasing diagram and phasing summary (Appendix C), which will include an upgrade of general office space, elevator lobbies, corridors, toilet rooms; an upgrade of heating, ventilating and air conditioning ("HVAC") and interior and exterior utility systems; rehabilitation of exteriors; courtyard landscape rehabilitation; and rehabilitation of interiors including the Secretary's Suite, Library, Auditorium, Main Lobby and all first floor lobbies, and a majority of the north-south corridors, together referred to as the Original Undertaking ("Original Undertaking"), documented in the attached 2010 Historic Preservation Report and Submission Drawings (Appendices D and E, respectively); and,

WHEREAS, It has been determined at the time of the Second Amended MOA that the National Aquarium will not remain in the Commerce building and the Constitution Avenue entrance as proposed in the Original Undertaking will not be constructed; and

WHEREAS, GSA received funding for phases two and three of the Undertaking through the American Recovery and Reinvestment Act ("ARRA") and construction commenced after the original MOA was executed. With the First Amended MOA, expanded the Original Undertaking so that phase three included installation of perimeter security per the 2013 Perimeter Security Design (Appendix B),

WHEREAS, under this Second Amended MOA GSA will again expand the Original Undertaking, to include in phase three, floors 2, 4 and 7 and phases four through eight, construction of new open office hubs, break rooms, meeting spaces, and improved way-finding and, following phase eight, GSA will revisit the areas improved during phase two, rehabilitating the areas that were originally constructed as open office (Appendix K), restoring originally open spaces and not creating new ones. The Original Undertaking, taken together with the perimeter security activities from the First Amended MOA and the activities in this clause are referred to collectively as the Undertaking ("Undertaking"); and,

WHEREAS, the purpose of these additional alterations to interior office space and corridors is to accommodate the consolidation of approximately 1500 personnel from Commerce and other agencies located in other office buildings; and,

WHEREAS, the Undertaking also includes the following outstanding design elements ("Outstanding Design Elements"): rehabilitation of the historic area currently occupied by the National Aquarium into a lower level lobby, the conversion of the historic delivery room stacks, corridor way-finding, interpretative perimeter signage, corridor lighting, camera placements, perimeter landscaping, and proposed construction of new tenant

space in phases 5 through 8. At the time of the Second Amended MOA the design for accessibility upgrades, perimeter security and thermal/blast resistant storm windows, which were previously outstanding design elements, have been resolved. Designs for the remaining Outstanding Design Elements, noted above, will require additional review as set forth in Stipulation III of this Second Amended MOA; and,

WHEREAS, GSA has defined the Undertaking's Area of Potential Effect (APE) (Appendix G) as the area bounded by 12th Street between Pennsylvania Avenue and Madison Drive; west on Madison Drive to 14th Street, south on 14th Street to Independence Avenue, SW; west on Independence Avenue to the alignment of 15th Street, NW; south on 15th Street, SW, to the Tidal Basin; west along the Tidal Basin to north on 17th Street; north on 17th Street to State Place, NW; east on State Place, NW, around the White House South Lawn; north on East Executive Drive to Pennsylvania Avenue, NW; east on Pennsylvania Avenue to 15th Street, NW; south on 15th Street to F Street, NW; east on F Street to 13th Street, NW; south on 13th Street to Pennsylvania Avenue, NW; and southeast on Pennsylvania Avenue to 12th Street, NW.; and includes portions of the Federal Triangle National Historic District, the Pennsylvania Avenue National Historic Site, the Ellipse, the Washington Monument Grounds and the National Mall Historic District; and,

WHEREAS, portions of the Undertaking are proposed in Public Space (Appendix H, GSA letter to the Assistant Director of DDOT, Right of Way Division), and GSA has coordinated with the District of Columbia and will seek to obtain Public Space permits for the use of the property under the District's control; and,

WHEREAS, the area between the north building face and the curb between 14th and 15th Streets, NW, including areas to east and west of building face along Pennsylvania Avenue, NW, is within the Pennsylvania Avenue National Historic Site (PANHS) and is subject to the laws, regulations and policies for the Pennsylvania Avenue Development Corporation's Pennsylvania Avenue Plan, (36 C.F.R. Part 910); and

WHEREAS, GSA has coordinated with NPS for work proposed within the PANHS and will act as lead agency for NPS compliance with Section 106 of the NHPA, and will obtain a construction permit from NPS for this work; and,

WHEREAS, NCPC will review the Undertaking pursuant to the National Capital Planning Act of 1952 and has designated GSA lead agency for NCPC's compliance with Section 106 of the NHPA pursuant to 36 CFR § 800.2(a); and,

WHEREAS, GSA conducted an Environmental Assessment (EA) for the Undertaking in 2010 and conducted a Supplemental EA for the revised Undertaking, coordinating Section 106 consultation with the National Environmental Policy Act (NEPA) in accordance with 36 C.F.R. § 800.8(a); and,

WHEREAS, GSA determined that the Undertaking will have an adverse effect on historic properties within the APE (Appendix I, revised Determination of Effects Letter); and has the potential to adversely affect archaeological resources including the Washington Canal (51SE047), a National Register-eligible site. A survey to identify the presence of the Washington Canal within the Property has not been conducted, and it is not known if remains of the Washington Canal are present. GSA determined that due to

the potential proximity of the National Register eligible site, monitoring during ground-disturbing activities for the Undertaking is necessary; and,

WHEREAS, the Signatories agree that a flexible, phased approach to the identification and evaluation of archaeological resources, starting with geo-archaeological consultation, and the application of the criteria of adverse effect, as appropriate; and,

WHEREAS, GSA identified in consultation that there are no federally recognized Indian tribes in the District of Columbia and GSA, in consultation with the SHPO, will make a good faith effort to identify and contact other appropriate Indian tribes that may attach religious and cultural significance to any historic property that may be affected by the Undertaking; and,

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), GSA notified the ACHP of the GSA's adverse effect determination with the specified documentation, and the ACHP chose to participate in the consultation pursuant to 36 C.F.R. 800.6(a)(1)(iii); and,

WHEREAS, GSA identified, after consultation pursuant to 36 C.F.R. § 800.3(f), the following as Consulting Parties: the United States Commission of Fine Arts (CFA), the National Aquarium, the Smithsonian Institution, the D.C. Department of Transportation (DDOT) and the D.C. Office of Planning (Consulting Parties). The following organizations were also invited to participate as consulting parties under the original MOA and were notified about consultation on this Second Amended MOA, but did not respond: the Downtown Business Improvement District (BID), the United States Internal Revenue Service, the JW Marriott Hotel, the National Coalition to Save Our Mall, the National Trust for Historic Preservation, the Ronald Reagan Building and International Trade Center, the U.S. Capitol Historical Society, the United States Environmental Protection Agency, the Willard Inter-Continental Washington Hotel, the Advisory Neighborhood Commission 2F, Committee of 100 on the Federal City, and the D.C. Preservation League; and,

NOW THEREFORE, the Signatories agree that the Undertaking will be implemented in accordance with the following Stipulations, to take into account the Undertaking's effects on historic properties.

STIPULATIONS

GSA will ensure that the following Stipulations ("Stipulations") are implemented:

I. General Requirements

The Undertaking for the Property will be executed in accordance with the Historic Preservation Report and Submission Drawings, attached as Appendices D and E respectively, which detail the design approach, treatment of affected character-defining features, and specific mitigation, minimization and avoidance measures, which are summarized in Stipulation II.B.

A. Applicable Codes and Standards. The Undertaking was planned and developed and will be executed in a manner consistent with the recommended approaches contained in the Secretary of the Interior's Standards for the Treatment of Historic

Properties, the Submission Drawings (Appendix E), GSA's Technical Preservation Guidelines, (<http://www.gsa.gov/portal/category/21119>), Stipulation II.B.1., regulations associated with Stipulation IV. as applicable, and prevailing applicable codes.

- B. Qualifications. GSA will ensure that all historic preservation and archaeology work performed by GSA or on its behalf pursuant to this MOA will be accomplished by or under the direct supervision of a person or persons who meet(s) or exceed(s) the pertinent qualifications in the Secretary of the Interior's Standards and Guidelines, As Amended and Annotated (http://www.nps.gov/history/local-law/arch_stnds_9.htm) in those areas in which the qualifications are applicable for the specific work performed.

II. Undertaking Scope

In accordance with Stipulation I. of this Second Amended MOA, GSA will carry out the Undertaking, which will have an adverse effect on historic property within the APE. As part of the Undertaking, GSA will also carry out actions for avoiding, minimizing, and mitigating adverse effects caused by the Undertaking, as noted below and in the 2010 Historic Preservation Report, Modernization Submission Drawings, and 2013 Perimeter Security Design (Appendices D, E, and B, respectively).

A. Description of Adverse Effects

1. Additions.

Courtyard One Electrical Equipment Enclosure. The courtyard contained a one-story building with roof-top mechanical units. An enclosed three-story structure was added to the top of the existing one-story building to house electrical equipment that was located in the basement and other areas throughout the Property.

2. Façade Alterations.

- a. Courtyard Window Removal and Replacement. GSA will remove five windows from courtyard three and two windows from courtyard four, along with a minimal amount of the adjacent wall material, so as to create at-grade door openings.
- b. Installation of Ramps. Architectural Barrier Act compliant ramps are proposed by GSA for the Property's main 14th Street entrance and at two of the Property's entrance locations on 15th Street. All alterations at the entries will be executed to maximize retention of original materials and maintain visual consistency with historic materials.

3. Interior Alterations.

- a. Historic National Aquarium/Lower Level Lobby. The National Aquarium will no longer maintain a presence in the building; the historic aquarium space currently occupied by the National Aquarium will be converted into a lower level lobby, adjacent to the Ronald Reagan Building and International Trade Center tunnel entrance. An opening will be created

in the existing south wall of the historic space to create access to the new lower level lobby.

- b. Library Stacks. GSA will convert this space adjacent to the Delivery Room (7th floor library) for an alternate use, which will be executed to maximize retention of original materials where possible.
- c. Lobby Security Area. The 14th Street entry vestibule will be altered so that a security screening area can be created off of the main 14th Street lobby; an interior vestibule wall will be removed.
- d. Interior Storm Window Installation. GSA will install interior thermal/blast resistant windows on street-facing windows and thermal interior storm windows on the courtyard facing windows. The original windows will be restored and will be fully operable.
- e. Toilet Rooms, Floors Two Through Seven. The upper floor public toilet rooms will be demolished and reconfigured to accommodate ABA requirements and to meet energy and water conservation goals.
- f. Corridors, floors two through seven. The alterations will include selective removal of corridor walls and doors and will include the addition of break rooms, meeting spaces, way-finding, open office hubs and will incur the loss of 9,169 linear feet (31%) of marble base, 92,659 square feet (32%) of 3 coat plaster on terra cotta wall surface and the removal and salvage of 561 doors, frames and hardware, of which it is anticipated 124 will be reused to replace non-original doors and hardware where corridors are retained, 42% of original doors will be salvaged and stored at the GSA Franconia Warehouse. When the modernization is completed all doors will be original, with the exception of rated doors at stairwells and restrooms. Transoms to the greatest extent possible will also be retained. The marble base will be retained for salvage and reuse to the greatest extent possible. (Appendix K)

4. Landscape Alterations and Site Work.

- a. Landscape Alterations. GSA's perimeter landscape rehabilitation includes replacement of non-historic material in the planting beds and grounds with low turf or ground cover and boxwood hedges and removal of Willow Oaks. The perimeter landscape rehabilitation is based on the original planting scheme (Appendix J) from 1935. Depending on the level of construction impacts, site conditions and tree health, the historic magnolias planted in the 1960's will be retained, relocated within the APE, or replaced with new magnolias. The perimeter landscape rehabilitation will occur in accordance with Stipulations II.B. and III., in coordination with installation of ABA ramps (Stipulation II.A.2.b), site and utility work (Stipulation II.A.4.b), perimeter security and prior to ground disturbance in the vicinity of the planting beds and grounds.
- b. Site and Utility Work. This work includes trenching and utility installation at existing utility locations, footings for ABA ramps, and perimeter security footings. The site and utility work is not an outstanding design element. GSA will ensure that all work will be executed in accordance with Stipulation II.B.1.
- c. Perimeter Security Work. This work includes installing bollards, fencing, security sidewalk treatments, seating nodes, and bicycle racks.

B. Avoidance, Minimization, and Mitigation Measures

1. Avoidance

- a. Seismic Analysis and Movement Monitoring. A seismic analysis of the Property will be conducted, if deemed necessary by GSA, prior to any ground-disturbing activity on the Property. Movement monitoring will be implemented as warranted thereafter at both the Property and other historic properties within the APE. GSA will consider the results of the seismic analysis or analyses, as the case may be, so that the structural integrity of the Property and other National Register-listed or -eligible properties within the APE is/are not compromised.
- b. Archaeological Monitoring. Due to the potential proximity of the National Register-eligible site, the Washington Canal (51SE047), GSA will conduct archaeological monitoring during ground-disturbing activities for the Undertaking, and will follow Stipulation IV.B.
- c. Protective Measures. Protective measures will be taken to protect historic features such as masonry, bronze work and landscaping as appropriate. The protective measures will apply to all construction and staging activities.

2. Minimization

- a. Additions and Alterations. In the Courtyard One electrical equipment enclosure area, the historic windows will be retained in place with opaque glazing replacing extant clear glazing, with the exception of floors two and four on the north end of the enclosure, where the windows will be removed and stored, and the window openings converted to doors designed in keeping with extant non-historic compatible doors at the Property. ; The installation of ABA compliant ramps will be executed to maximize retention of original materials and maintain visual consistency with historic materials. The Courtyard Window Removal and Replacement will be conducted so as to allow for minimal removal of adjacent wall material, the windows will be replaced with doors designed in keeping with extant non-historic compatible doors at the Property, and the original windows will be stored at the Property.
- b. Landscape Rehabilitation. Per Stipulation II.A.4.a., during the perimeter landscape rehabilitation, the historic magnolia trees will be maintained in place when minimally impacted by construction activity, relocated on site to avoid significant impacts when the health of the tree permits, or relocated within the APE when site conditions do not allow on site replanting. When significant impacts are anticipated and the health of the tree will not allow relocation or site conditions do not allow relocation on site, new magnolias will be planted on site to maintain the historic character of the landscape, and such will be reviewed in accordance with Stipulation III. Where perimeter security features will impact the existing four Willow Oaks on Pennsylvania Avenue, the affected trees will be removed and replaced with 19, nursery grown 2" to 2-1/2" caliper Willow Oaks, to be planted in abandoned tree pits on Pennsylvania Avenue.

- c. Interior Rehabilitation and Alterations. Within the historic National Aquarium space, GSA will rehabilitate and/or replace the historic finishes in-kind. GSA will retain the original bronze tank frames as part of an interpretive program for the space. Within the library stack room, a limited number of shelves will be retained by GSA, as a reference to the original use of the room. In the auditorium, a mural restoration will occur, along with rehabilitation of lighting and finishes. Previously altered areas within the Property, including the library with its vaulted ceiling and skylight, the corridors, elevator lobbies, and the toilet rooms will also be rehabilitated. For the toilet rooms, on floors two through seven, historic materials will be salvaged for use in the rehabilitation of the first floor historic toilet rooms.
- d. Interior Rehabilitation and Alterations Following Phase Three. Within typical office space, GSA will reduce the planned dropped ceiling in office areas to the greatest extent possible. (Appendix K) Within the corridors and the open office hubs, GSA will keep marble baseboards at new glazed openings, set the glazing slightly inset to the corridor walls, minimize the appearance of expansion joints in the vaulted ceiling panels by reducing the width of the joint to the greatest extent possible and spacing them at no less than 30 feet between joints, and maintain door openings that are closest to hallway ends or closest to elevator lobbies. (Appendix K). In elevator lobbies security cameras will be positioned to minimize impact of historic materials and views. In the Secretary's and Undersecretaries' Suites, the private toilet room will be rehabilitated, maximizing retention and restoration of original material. (Appendix D).
- e. Courtyard Landscape Rehabilitation. In Courtyards Three and Four, the landscaping will be rehabilitated, with fountains and footpaths restored by GSA.

3. Mitigation

- a. Documentation. Within 90 days following the signing of the original MOA, GSA will compile a bound collection of labeled historic and contemporary photographs that will be given to the SHPO and the DoC and made available at the GSA National Capital Region Resource Library, for future research and study. This documentation will also be digitized and made available on a publically accessible website administered by GSA.
- b. Interior Interpretation. Prior to the commencement of construction in the historic space previously occupied by the National Aquarium, GSA will develop an interpretive program about that space, utilizing salvaged original bronze tank frames in accordance with Stipulation III. The interpretive materials will be placed in the new lower level lobby, designed per Stipulation II.A.3.a. This documentation will also be digitized and made available on a publically accessible website administered by GSA.
- c. GSA will incorporate historic Commerce images in corridors on floor two through seven as a way-finding tool, to be reviewed in accordance with Stipulation III.

- d. Exterior Interpretation. GSA will develop interpretive information on the history and agencies that were historically part of the DoC and are depicted in the iconography on the building facade. Interpretive efforts will include at a minimum ten plaques or other site fixtures that will be incorporated into the perimeter security elements, at seating nodes, and/or in other pedestrian gathering locations. Interpretive concept materials have been submitted to the SHPO in accordance with Stipulation III. GSA will install interpretive signage and make the content available on publicly accessible websites administered by GSA within 60 days of completion of the perimeter security installation.
- e. Lighting replication. In accordance with Stipulation III, GSA will install historically appropriate lighting in the corridors on floors two through seven (Appendix K).
- f. Open Office Rehabilitation. GSA will revisit office space improved in phases two to rehabilitate areas that were originally open offices and minimize the appearance of seams in the vaulted corridors. This work, which will be carried out in accordance with Stipulation III, will take place following the completion of Phase eight (Appendix K)

III. Design Review and Consultation for Outstanding Design Elements

- A. Project Document Review. For all Outstanding Design Elements, GSA will prepare and submit project documents and drawings at the 35 and 65 percent design development stage to the SHPO for review and consultation. SHPO will provide written comments within 30 calendar days.
- B. Site Visits. If necessary for review, the SHPO may request a site visit within the reviewing period. GSA will accommodate this request within two business days.
- C. Consideration of Written Comments. GSA will consider timely written comments, to the fullest reasonable extent. Comments will be incorporated into the Submission Drawings (Appendices B, E, and F). GSA will make written comments available to the other Signatories, and, upon request, any Consulting Parties.
- D. Objections to Comments. Should GSA object to any comments, GSA will provide the SHPO with a written explanation of its objection, and will initiate consultation with the same to resolve the objection. If no agreement is reached within ten calendar days following SHPO's receipt of GSA's written explanation, GSA will request the ACHP to review the dispute pursuant to Stipulation V.
- E. Failure to Comment. If the SHPO does not provide written comments within the agreed upon timeframes noted above, GSA may assume that the SHPO does not have any comments regarding the project documents, and GSA may proceed in accordance with its project documents.

IV. Emergencies, Archaeology and Unanticipated Adverse Effects

- A. **Unanticipated Adverse Effects.** If GSA determines that the Undertaking or changes to the Undertaking scope have caused or may result in unanticipated adverse effects to the Property prior to completion of the Undertaking, GSA will ensure that the SHPO and the ACHP are notified of such unanticipated adverse effects within five calendar days of GSA's learning of such unanticipated adverse effects, and will comply with 36 C.F.R. § 800.13(b).
- B. **Archaeology.** In the event of an unanticipated discovery or an archaeological discovery associated with the Washington Canal (51SE047), which is eligible for the National Register, during Undertaking construction or excavation, GSA will notify the SHPO within 24 hours to initiate consultation and proceed in accordance with the *Guidelines for Archaeological Investigations in the District of Columbia* (1998 as amended), and 36 C.F.R. § 800.13(b) to determine the level and type of recording or recovery, as necessary.
- C. **Emergencies.** GSA will ensure that, in the case of an immediate rescue and salvage operation on the Property that is required because of an emergency (i.e., a disaster or emergency declaration by the President or the Mayor of Washington, DC, or another threat to life or property) (Emergency) that may adversely affect the Property, GSA will use its best efforts to notify the SHPO and the ACHP of such operations within two calendar days after the commencement of such operations. If GSA proposes such an emergency undertaking, which GSA determines may have an adverse effect on the Property, as an essential and immediate response to an Emergency declaration, GSA will notify the SHPO and the ACHP and afford the SHPO and the ACHP an opportunity to comment within three calendar days of such notification. If GSA determines that circumstances do not permit three calendar days for comment, then GSA will notify the SHPO and the ACHP and invite comments within the time available. GSA will consider, as applicable in light of the urgency of the circumstances, any comments received in reaching a decision on how to proceed with the emergency undertaking.

These emergency procedures apply only to undertakings that may have an adverse effect on the Property and that will be implemented within thirty calendar days after the Emergency occurs. GSA may request an extension of the period of applicability from the SHPO and the ACHP prior to the expiration of the 30 calendar days.

Nothing in this Agreement will be deemed to prevent GSA from taking immediate rescue and salvage operations to preserve life or property, such operations being exempt from Section 106 review per 36 C.F.R. § 800.12(d).

V. Dispute Resolution

Objections: Should any Party to this Second Amended MOA object to any action carried out or proposed by GSA with respect to the implementation of this Second Amended MOA GSA will consult with the objecting Party to resolve the objection.

1. If, after initiating such consultation, GSA determines that the objection cannot be resolved through consultation, GSA will forward all documentation including without limit, documentation of GSA's responses to the objections, as submitted by the Party or Parties relevant to the objection, to the ACHP. Within 30 days after receipt of all adequate documentation, the ACHP will exercise one of the following options:
 - a. Upon receipt of documentation from GSA, the ACHP will review and advise GSA on the resolution of the objection. GSA will reach a final decision regarding the dispute after taking into account any timely advice provided by the ACHP, and all timely comments from the Parties to the Second Amended MOA, and providing a written response to such advice and comments.
 - b. If the ACHP does not provide written advice to GSA regarding the dispute within 30 days after receipt of adequate documentation, GSA may proceed to render a final decision regarding the dispute. In reaching its decision, GSA will take into account all timely comments regarding the dispute from the Parties to this Second Amended MOA. 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 the ACHP and any Signatory or Signatories, and provide them with a written response, GSA will then proceed according to its final decision.
2. GSA's responsibility to carry out all other actions subject to the terms of this Second Amended MOA that are not subject to the dispute, remain unchanged. GSA will notify all Parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation.

VI. Amendments

If any Signatory to this Second Amended MOA determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that Party will immediately consult with the other Parties to develop an amendment to the second Amended MOA. The amendment will be effective on the date a copy signed by all of the original Signatories is filed with the ACHP. If the Signatories cannot agree to appropriate terms to amend the Second Amended MOA, within 30 days (or another time period agreed to by all Signatories), any Signatory may terminate the Second Amended MOA in accordance with Stipulation VII.

VII. Termination

If this Second Amended MOA is not amended following the consultation set out in Stipulation VI., it may be terminated by any Signatory through written notice to the other Signatories. Within 30 days following termination, GSA will notify the Signatories if it will initiate consultation to execute a new MOA with the Signatories under 36 C.F.R. § 800.6 or request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7(c), and proceed accordingly.

VIII. Availability of Funds

The U.S. General Services Administration obligations under this Memorandum of Agreement are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act. While the MOA is not a commitment of funds, GSA shall make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs the GSA's ability to implement the stipulations of this agreement, the GSA shall consult in accordance with the amendment and termination procedures found at Stipulations VI & VII, respectively of this agreement.

IX. Duration

This Second Amended MOA will be null and void if its terms are not carried out within 15 years from the date of its execution. Prior to such time, GSA may consult with the other Signatories to reconsider the terms of this Second Amended MOA and amend it in accordance with Stipulation VI.

X. Monitoring and Reporting

Following the execution of this Second Amended MOA until it expires or is terminated, GSA will, at the completion of each phase, provide the Signatories to this Second Amended MOA a summary preservation report detailing work undertaken pursuant to its terms. Such report will include any scheduling changes proposed, any problems encountered, and any disputes and objections received in GSA's efforts to carry out the terms of this Second Amended MOA.

XI. Signatures and Effective Date

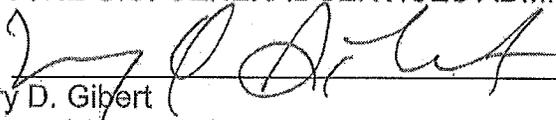
Execution of this Second Amended MOA by the Signatories, and implementation of its terms evidence that GSA, NCPC, and NPS have taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment. This Second Amended MOA will be effective as of the latest date of the signature of any Signatory hereto, which such Signatory will insert such date in the first paragraph on the first page of this Second Amended MOA.

(See Following Pages for Appendices and Signatures)

APPENDICES

- Appendix A Phase I SHPO Concurrence Letter, December 4, 2007
- Appendix B Perimeter Security Drawings (As approved by CFA and NCPC)
- Appendix C Phasing Diagram (Inclusive of the rehabilitation of historically open office space within phase 2)
- Appendix D Historic Preservation Report (inclusive of modifications under the first and second Amendments)
- Appendix E Modernization Submission Drawings
- Appendix F Alternative Treatment for Constitution Avenue
- Appendix G Revised Area of Potential Effect
- Appendix H GSA Letter to DDOT, March 15, 2010
- Appendix I Determination of Effects Letter, March 26, 2013
- Appendix J 1935 Planting Scheme
- Appendix K Interior Corridor Improvements

FOR THE U.S. GENERAL SERVICES ADMINISTRATION

By:  4/6/2019
Date
Mary D. Gibert
Regional Commissioner
Public Buildings Service
National Capital Region

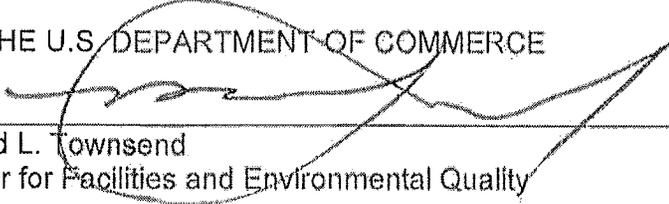
FOR THE U.S. GENERAL SERVICES ADMINISTRATION

By: Beth L. Savage

6/30/2015
Date

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

FOR THE U.S. DEPARTMENT OF COMMERCE

By: 
Richard L. Townsend
Director for Facilities and Environmental Quality

5/22/2017
Date

FOR THE NATIONAL PARK SERVICE

By: _____

Robert Vogel

Regional Director, National Capital Region

FOR THE NATIONAL CAPITAL PLANNING COMMISSION

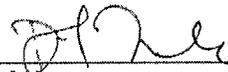
By: 

JUL 07 2016

Marcel Acosta

Executive Director, National Capital Planning Commission

FOR THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER

By:  6/3/2016
David Maloney Date
State Historic Preservation Officer

FOR THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: John M. Fowler

John M. Fowler
Executive Director

7/13/16
Date