



**MEMORANDUM OF AGREEMENT
AMONG THE GENERAL SERVICES ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND
THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE
REGARDING THE MODERNIZATION OF THE LAFAYETTE BUILDING**

This Memorandum of Agreement (MOA) is made as of this 22nd day of February 2007, by and among the United States General Services Administration ("GSA"), the Advisory Council on Historic Preservation ("ACHP"), and the District of Columbia State Historic Preservation Office ("SHPO") (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"), 16 U.S.C. 470f, and its implementing regulations at 36 CFR Part 800 and Sections 110 and 111 of the NHPA.

WHEREAS, GSA will carry out a comprehensive modernization of the Lafayette Building, located at 811 Vermont Ave., NW, Washington, DC ("Undertaking"); and

WHEREAS, GSA has defined the Undertaking's area of potential effect (APE) as the building, grounds and sidewalks (to curb line) bordered by Vermont Avenue to the west, I Street, NW, to the north, and 15th Street, NW, to the east, H Street, NW, to the south. The Undertaking is defined by the scope of the modernization and is expected to include: restoration of significant interior public and executive spaces; exterior repairs; elevator upgrades; mechanical, plumbing and life-safety improvements; perimeter security and changes to tenant spaces; and

WHEREAS, the Lafayette Building, constructed in 1940, is listed as a National Historic Landmark as part of the "World War II and the American Home Front" thematic designation. It is also in the National Register of Historic Places as a contributing structure in the 15th Street Historic District; and

WHEREAS, GSA has determined that the Undertaking may have an adverse effect on the Lafayette Building and L'Enfant Street Plan, and has consulted with the SHPO pursuant to 36 CFR Part 800, regulations implementing Section 106 of the NHPA (16 U.S.C. Section 470(f)) regarding the effects of the Undertaking on the Lafayette Building and L'Enfant Streets. Agreement has been reached on the impacts associated with the Lafayette Building. However, questions associated with perimeter security and the associated effect on the L'Enfant Streets have yet to be resolved. Section II

(Further Design Review and Consultation) of this MOA outlines the process for further consultation on perimeter security for the Lafayette Building. The National Park Service (NPS) was also notified in accordance with 36 CFR 800.10(c) of the potential adverse effects and invited to participate in the consultation, but did not respond to GSA's request; and

WHEREAS, GSA has consulted with the SHPO and the ACHP regarding the effects of the Undertaking on the Lafayette Building and the SHPO and ACHP have agreed to sign the MOA. GSA has also included the National Capital Planning Commission (NCPC) and the Commission of Fine Arts (CFA) as consulting parties; and

WHEREAS, the DC Department of Transportation (DDOT) has not participated as a consulting party, coordination is planned with them and other DC agencies to secure access to the public alley adjacent to the Lafayette Building and to also obtain a permit to construct in public space at the perimeter; and

WHEREAS, in accordance with 36 CFR 800.6(a) (1), GSA has notified the ACHP of its adverse effect determination with the specified documentation and the ACHP has chosen to participate in the consultation pursuant to 36 CFR 800.6(a) (1) (iii); and

THEREFORE, GSA, the SHPO and the ACHP agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

I. Stipulations

The Undertaking will be in accordance with the Historic Preservation Program Report (HPPR) developed by DMJM Design and accepted by the signatories, attached as Exhibit A. This report details the design approach and treatment of spaces and is outlined in Sections I-A and I-B below of this MOA.

A. Interior Spaces

1. Lobbies and Corridors

- a. The entrance lobby on Vermont Avenue, all elevator lobbies, and toilet rooms will be maintained in their original configuration and materials treatment.
- b. The Jesse Jones' Director Office Suite on the 12th floor and the Board Room and Conference Room on the 11th floor will be maintained and restored.

- c. The corridors have been classified in the HPPR as main and secondary corridors. The main corridors primarily run parallel to Vermont Avenue, or are visible from the elevator lobbies at each floor. The secondary corridors continue off the main corridor to serve the remainder of the floor. The majority of secondary corridor walls will be removed and reconfigured as described in the HPPR. Representative historic corridors on the 4th, 11th, and 12th floors will be retained as well as preserving the original layout and materials, as detailed in the HPPR. GSA understands that removal of the remaining corridors does not establish a precedent for future projects, and exceptions to the Secretary of Interior's Standards for Rehabilitation will be made on a case-by-case basis. GSA will make every effort to pursue modernization alternatives consistent with the Secretary of Interior's Standards for Rehab and the recommendations of GSA's Historic Structure Report, which is on file with the SHPO's office.

B. Exterior Alterations and Enhancements

1. Treatment for existing site and façade conditions will be carried out in accordance with the Secretary of the Interior's Standards for Rehabilitation and will include the following:
 - a. Brick and stone masonry will be cleaned and repaired;
 - b. Existing steel windows will be restored in accordance with the HPPR and new interior blast resistant storm windows will be installed. The six, two story windows located in the 11th floor conference room will be replaced with new aluminum blast resistant windows that match the profiles and sightlines of the originals;
 - c. Two bronze louvers at the corner of Vermont Avenue and H Street will be removed and replaced with new bronze windows that match the adjacent existing windows;
 - d. GSA will make reasonable efforts to install a second entrance at the corner of 15th and I Streets. The design for this entrance will reverse the previous modification for the 1st floor entry to the deli at the corner by removing the existing door and installing new masonry to restore the original solid limestone wall and granite base at this location. The northern most storefront window and granite base will be modified to create a new door opening for the second "Employee Only" entrance;
 - e. Retail uses at the Lafayette Building will return at the completion of the modernization in the remaining storefront area along 15th Street and the entire length of the storefront restored;
 - f. The light court at the third floor is an open-air light court that provides natural light and ventilation to the center of the building. New landscaping and a skylight will be added to enhance the visual appeal; and
 - g. The rooftop screen walls will be removed and GSA will make reasonable efforts to locate rooftop mechanical equipment where it will be the least visible from the public way.

II. Further Design Review and Consultation

- A. The design for perimeter security is included in the HPPR and it should be noted that GSA used the Interagency Security Committee ("ISC") guidelines and the GSA Decision Support Tool ("DST") for the ISC Security Criteria to determine the appropriate level of security for the Lafayette Building. GSA will submit design revisions and final plans to the SHPO, ACHP, NCPC and CFA for review and comment to resolve the outstanding issues related to the perimeter security design. GSA shall afford SHPO, ACHP and the consulting parties 30 days to complete their review and comment once the revised design documents have been submitted to them. GSA will consult with the consulting parties as it believes necessary during or after the 30-day comment period to resolve any adverse effects and respond to any comments or questions.
- B. Finishes: At this time, funding for alterations to the Lafayette Building has not been appropriated. Once funding has been approved, but before such work begins for an effected area, GSA will submit samples of the interior and exterior finish materials to the SHPO and CFA for 30 days of review and comment. These materials include limestone and marble for exterior patching, light fixtures and other finish elements that will be incorporated in restoration work and are detailed in the HPPR.

III. Dispute Resolution

- A. Objections: Should any Party to this MOA object to any action carried out or proposed by GSA with respect to the implementation of this MOA, GSA shall 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 shall 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, in accordance with 36 CFR 800.2(b)(2). Within 30 days after receipt of all adequate documentation, the ACHP shall exercise one of the following options:
- a. Upon receipt of documentation from GSA, the ACHP shall review and advise GSA on the resolution of the objection. Any comment provided by the ACHP, and all comments from the Parties to the MOA, will be taken into account by GSA in reaching a final decision regarding the dispute.
 - b. If the ACHP does not provide written comments to GSA regarding the dispute within 30 days after receipt of adequate documentation, GSA may render a decision regarding the dispute. In reaching its decision, GSA will take into account all comments regarding the dispute from the Parties to the MOA.

2. GSA's responsibilities to carry out all other actions subject to the terms of this 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. GSA's decision will be final.

V. Amendments

If any Signatory to this MOA determines that its terms will not or cannot be carried out, or that an amendment to its terms must be made, that Party shall immediately consult with the other Parties to develop an amendment to the MOA, pursuant to 36 CFR 800.6(c)(8). 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 for such amendment to the MOA, any Signatory may terminate the MOA in accordance with Stipulation VI.

VI. Termination

If the MOA is not amended following the consultation set out in Stipulation V, it may be terminated by any Signatory. Within 30 days following termination, GSA shall notify the Signatories if it will initiate consultation to execute a new MOA with the Signatories, under 36 CFR 800.6(c)(7) and 800.6(c)(8), or request the comments of the ACHP, under 36 CFR 800.7(a), and proceed accordingly.

VII. Execution

GSA will carry out its commitments as outlined in the MOA; however, this MOA is subject to applicable laws and regulations. As to the Signatories only, fulfillment of this MOA is subject, pursuant to the Anti-Deficiency Act, 31 U.S.C. 1341 et seq., to the availability of funds. This MOA is not an obligation of funds in advance of an appropriation of such funds, and it does not constitute authority for the expenditure of funds. If a Signatory does not have sufficient funds available to fulfill the stipulations of this MOA, such Signatory shall so notify the other Signatories and shall take such actions as are necessary to comply with all requirements of 36 CFR Part 800. Nothing in this MOA shall be deemed to authorize an expenditure of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341 et seq.

VIII. Signatures

Execution and implementation of this MOA by the Signatories, and implementation of its terms, evidence that GSA has afforded SHPO and ACHP an opportunity to comment on the Undertaking, and that GSA has considered the effects of its action on historic properties and fully complies with 36 CFR Part 800, and Sections 110 and 111 of the NHPA.


FOR THE GENERAL SERVICES ADMINISTRATION

By: 

Bart Bush
Assistant Regional Administrator
Public Buildings Service
National Capital Region

2/27/07

Date

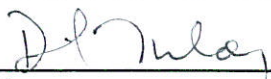
By: 

Rolando Rivas-Camp, FAIA
Federal Preservation Officer

2.28.07

Date

FOR THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE


By: 

David Maloney
Acting State Historic Preservation Officer for the District of Columbia

2-28-07

Date

FOR THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: 

John M. Fowler
Executive Director

3/2/07

Date