

**MEMORANDUM OF AGREEMENT AMONG  
THE U.S. GENERAL SERVICES ADMINISTRATION  
THE U.S. DEPARTMENT OF STATE  
THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE  
THE NATIONAL CAPITAL PLANNING COMMISSION  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING ALTERATIONS AT  
THE TROWBRIDGE HOUSE, WASHINGTON DC**

This Memorandum of Agreement (“MOA” or “Agreement”) is entered into as of this 29th day of March, 2023, by the U.S. General Services Administration (GSA), the U. S. Department of State (DOS), the District of Columbia Historic Preservation Office (SHPO), the National Capital Planning Commission (NCPC), and the Advisory Council on Historic Preservation (ACHP) (collectively referred to herein as the “Parties” or “Signatories” and individually as the “Party” or “Signatory”) pursuant to Section 106 of the National Historic Preservation Act (NHPA) 54 U.S.C. § 306108 (formerly 16 U.S.C. § 470f), and Protection of Historic Properties, its implementing regulations, 36 CFR Part 800, herein referred to as Section 106; and

**WHEREAS**, the U.S. General Services Administration (GSA) proposes alterations to provide accessibility and interior upgrades at the Trowbridge House, NW, a contributing building within the Lafayette Square National Historic Landmark District (Undertaking), as shown in the Project Documents (Attachment A); and

**WHEREAS**, DOS has designated GSA lead agency for compliance with Section 106 of the NHPA pursuant to 36 CFR § 800.2(a)(2); and

**WHEREAS**, GSA has consulted with the SHPO, to take into account the effects of the Undertaking on historic properties included in, or eligible for inclusion in, the National Register of Historic Places (NRHP); and

**WHEREAS**, pursuant to 36 CFR § 800.4(a)(1), GSA determined the Area of Potential Effects (APE) for the Undertaking includes the townhouses on Jackson Place NW, the National Historic Landmark Blair House and attached courtyard and the National Historic Landmark District Lafayette Square Historic District; and the Trowbridge House is a contributing resource in the Lafayette Square Historic District (Assessment of Effects Attachment B); and

**WHEREAS**, in accordance with 36 CFR §§ 800.6(a)(1) and 800.10(b), GSA notified the ACHP on October 29, 2021 of the potential for adverse effects to a National Historic Landmark (NHL) and invited the ACHP to participate in the preparation of this Memorandum of Agreement (MOA) and the ACHP has chosen to participate in the consultation as a Consulting Party; and

**WHEREAS**, in accordance with 36 CFR § 800.10(c), GSA notified NPS on October 29, 2021 of the potential for adverse effects to an NHL and invited NPS to participate in the preparation of this MOA, and NPS has chosen to participate in the consultation as a Consulting Party; and

**WHEREAS**, the NCPC is a Consulting Party in the Section 106 process pursuant to 36 CFR § 800.3(f)(1), and has approval authority over projects located on Federal land within the District of Columbia pursuant to the National Capital Planning Act (40 USC § 8722(b)(1) and (d)); and the NCPC has elected to fulfill its Section 106 responsibilities by participating in this consultation as a Signatory; and

**WHEREAS**, pursuant to 36 CFR § 800.2(c)(5), GSA invited the U.S. Commission of Fine Arts (CFA), the U.S. Department of State (DOS), and the Blair House Restoration Fund (BHRF) to participate in the process as Consulting Parties and they have elected to participate as Consulting Parties; and

**WHEREAS**, GSA, in consultation with the Consulting Parties, has determined the Undertaking will have adverse effects to historic properties as per the Assessment of Effects (Attachment B);

**NOW THEREFORE**, GSA, DOS, SHPO, NCPC and ACHP agree that the Undertaking shall be implemented in accordance with the following stipulations to take into account the effects of the Undertaking on historic properties.

## **STIPULATIONS**

GSA shall ensure that the following measures are carried out:

### **I. STANDARDS AND PROFESSIONAL QUALIFICATIONS**

- a. All cultural resource work carried out pursuant to this Agreement shall be conducted by, or under the direct supervision of an individual or individuals who meet, at a minimum, the *Secretary of the Interior's Professional Qualifications Standards* (48 FR 44738–9, September 29, 1983) (SOI Standards).
- b. Any technical reports prepared pursuant to this Agreement shall be consistent with the federal standards entitled *Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines* (48 FR 44716–42, September 29, 1983); the *Guidelines for Preparing Identification and Evaluation Reports for Submission Pursuant to Sections 106 and 110*, National Historic Preservation Act and other relevant guidelines set forth by the SHPO and NPS, as appropriate.
- c. All rehabilitation work, including avoidance, minimization, and mitigation measures, shall meet the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (36 CFR Part 67, 1990).

### **II. DESIGN REVIEW PROCESS**

- a. Project Documents - GSA includes the project description and design documents in Attachment A of this Agreement. Attachment A reflects the recommendations made

by Consulting Parties during consultation for avoidance, minimization and mitigation measures. All appended documents shall include a date and time stamp.

- b. Changes or Modifications - Should alterations to the design occur, GSA shall review the plans for the potential for new or intensified adverse effects.
  - i. GSA shall submit a description of the alterations, its finding of effects, and the revised plans to the Consulting Parties.
  - ii. Consulting Parties shall have 15 days to review and provide written comments to GSA.
  - iii. Should GSA object to any comments, GSA will provide the Consulting Parties with a written explanation of its objection and will initiate consultation with the Consulting Parties to resolve the objection(s).
  - iv. If no agreement is reached within 30 calendar days following receipt of GSA's written explanation, GSA will follow the Dispute Resolution process described in Section VI below.
  - v. If Consulting Parties do not provide written comments within the aforementioned time period, GSA may assume that no comments are forthcoming and may proceed in accordance with its Project Documents.
  - vi. Should any new or intensified adverse effects be identified, GSA will initiate consultation with the Consulting Parties to resolve those effects through an amendment to this MOA in accordance with Section VI below.

### **III. MITIGATION MEASURES**

To mitigate adverse effects, GSA will undertake the following actions. All mitigation measure will be completed by February of 2028.

- a. The NHL nomination for the Carnegie Endowment for International Peace (the "Endowment") (designated 05/30/1974) will be updated and consideration will be given to expanding the boundary to include all buildings on Jackson Place occupied by the Endowment prior to its relocation to New York City in 1948. Documentation shall be prepared in coordination with the National Park Service National Historic Landmarks Program (the "Program") and shall follow the Program's most recent guidance on how to prepare a NHL nomination.
- b. Glass will be reinstalled in the transoms on the interior doors of the Trowbridge House.
- c. The history of the Trowbridge House will be added to the existing Blair House website and will be publicly accessible.
- d. The historic vestibule doors will be documented with photographs that will be displayed in the building. The doors will be carefully removed, tagged, and safely stored in the GSA warehouse facility.

#### **IV. ARCHAEOLOGY**

The GSA and the SHPO have determined that the rear Courtyard was previously disturbed in the 1960s and again in the 1980s and no archeological resources are anticipated. Any unanticipated discoveries shall be subject to Section VIII of the Agreement.

#### **V. ELECTRONIC COPIES**

Within one (1) week of the last signature on this Agreement, GSA shall provide each Signatory with one (1) legible, color, electronic copy of this fully-executed Agreement and all of its attachments. If the electronic copy is too large to send by e-mail, GSA shall provide each Signatory with a copy of this Agreement on a compact disc or other digital media.

#### **VI. DISPUTE RESOLUTION**

Should any Signatory to this Agreement object in writing to any action carried out in accordance with this Agreement, the Signatories shall consult to resolve the objection. Should the Signatories be unable to resolve the disagreement, per 36 CFR § 800.7, GSA shall forward all documentation relevant to the dispute to the ACHP. Within 45 days after receipt of all pertinent documentation, the ACHP will either:

- a. Provide GSA with recommendations, which GSA will take into account in reaching a final decision regarding the dispute; or
- b. Notify GSA that it will comment pursuant to 36 CFR § 800.7(c), and proceed to comment. Any ACHP comment provided in response to such a request shall be taken into account by GSA in accordance with 36 CFR §800.7(c)(4) with reference to the subject of the dispute. Any ACHP recommendation or comment will be understood to pertain only to the subject of the dispute; GSA's responsibility to carry out all actions under this Agreement that are not subjects of the dispute will remain unchanged.

#### **VII. AMENDMENTS**

Any Signatory to this Agreement may propose that the Agreement be amended, whereupon the Signatories shall consult to consider such an amendment. All Signatories to the Agreement must agree to the proposed amendment in accordance with 36 CFR §800.6(c)(7).

#### **VIII. UNANTICIPATED DISCOVERY**

In the unlikely event any archaeological materials or human remains are discovered during construction, all work in the immediate vicinity will stop and GSA will secure the area and notify the SHPO within 24 hours via telephone and email. All work will be in accordance with SOI standards and qualifications under Section I and the District's *Guidelines for*

*Archaeological Investigations in the District of Columbia* (1998, as amended), available at <http://planning.dc.gov/publication/dc-archaeology-guidelines>.

- a. For archaeological resources, consultation between GSA and the SHPO will be undertaken to identify, evaluate, record, and develop a treatment plan for eligible resources. Within five (5) days of notification, SHPO shall respond to GSA regarding the eligibility of the resource and treatment plan. All work will be conducted in accordance with a SHPO-approved archaeological workplan.
- b. Should human remains be encountered during the undertaking:
  1. Within 24 hours, GSA shall implement measures to protect the human remains from inclement weather and vandalism, and notify the District of Columbia Office of the Chief Medical Examiner (“OCME”) of the discovery. Sufficient description of the discovery shall be provided to allow OCME to complete its obligations under D.C. Code § 5-1406 or other applicable law(s).
  2. If the OCME determines that the human remains are not subject to a criminal investigation by local or federal authorities, GSA shall determine appropriate disposition in consultation with the SHPO. GSA shall comply with all applicable Federal and District of Columbia laws and regulations governing the discovery and disposition of human remains and consider ACHP’s 2007 Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects, available at <https://www.achp.gov/digital-library-section-106-landing/achp-policy-statement-regarding-treatment-burial-sites-human>. If the human remains are potentially Native American then GSA shall follow agency guidance on NAGPRA, the Native American Graves and Repatriation Act.

## **IX. MISCELLANEOUS**

This MOA and all documents and actions pursuant to it shall be governed by the applicable laws and regulations, including without limitation the Anti-Deficiency Act, 31 U.S.C. § 1341, et seq. This MOA is not a financial or fund obligating document. No appropriated funds are obligated by this MOA and the MOA and its provisions shall in no instance be read as creating an order, binding agreement or other legal liability meeting the standards of 31 U.S.C. § 1501(a). To the extent any language may be so read, such language shall be specifically construed as an indication of intention or understanding only. In the event that, contrary to the Parties’ intentions, any MOA provision would be read as satisfying 31 U.S.C. § 1501(a) and violative of 31 U.S.C. § 1341, 41 U.S.C. §§ 6301 and 6303, or any other provision of law, either as written or in light of subsequent events, such provision shall be of no legal effect to the extent necessary to avoid such violation. Nothing in this MOA obligates the Parties to expend, transfer, or reimburse funds, furnish services or supplies, assume indefinite or uncapped liability or responsibility, or transfer anything of value. This clause takes absolute precedence over all other provisions of the MOA, notwithstanding any conflicting language or any provision to the contrary.

**SIGNATURE PAGE**  
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**REGARDING ALTERATIONS AT THE**  
**TROWBRIDGE HOUSE, NW, WASHINGTON DC**

DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER

By:  Date: 3/15/2023  
David Maloney  
District of Columbia State Historic Preservation Officer


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GENERAL SERVICE ADMINISTRATION

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*Melanie Gilbert*  
By: \_\_\_\_\_ Date: 3/13/2023  
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Melanie Gilbert  
NCR PBS Regional Commissioner

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GENERAL SERVICES ADMINISTRATION

By: **BETH SAVAGE**  Digitally signed by BETH SAVAGE  
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Beth L. Savage  
Director, Center for Historic Buildings  
Federal Preservation Officer



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NATIONAL CAPITAL PLANNING COMMISSION

By:  Date: 3/20/23

Marcel C. Acosta  
Executive Director

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DEPARTMENT OF STATE

By:  \_\_\_\_\_  
*acting for*

Tara Lawson

Director, Real Property Management

Date: 03/24/23

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ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:  \_\_\_\_\_

Date: March 29, 2023

Reid Nelson

Executive Director