



U.S. GENERAL SERVICES ADMINISTRATION
National Capital Region

BY MESSENGER

January 20, 1999

Mr. David Maloney
Historic Preservation Division
Department of Consumer and
Regulatory Affairs
Office of Zoning
614 H Street, N.W.
Room 305
Washington, D.C. 20001

Re: American National Red Cross
2025 E Street, N.W.

Dear David:

Enclosed are six (6) execution copies of the Memorandum of Agreement for the above-referenced project. The American National Red Cross and the General Services Administration have already signed them.

Please have the District of Columbia State Historic Preservation Officer execute each of the copies and then forward them to Ralston Cox at the Advisory Council.

Thank you for your continuing assistance with this project. If you have any questions, please call me.

Sincerely,

Jeffrey H. Domber
Assistant Regional Counsel

Enclosures



Memorandum of Agreement

Regarding

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), amends Public Law 80-156 (July 1, 1947), and directs the Administrator of the 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 ninety-nine (99) years, at which time any improvements on the Property shall revert to the ownership of the United States; and

WHEREAS, Public Law 100-637 grants ARC the right to, *inter alia*, demolish the existing Red Cross District of Columbia Chapter Building (“Building”) on the Property, said Building also being known by its current 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 directs, *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 provides 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, Section 106 of the National Historic Preservation Act, as amended (“NHPA”), 16 U.S.C. § 470f, requires that the head of any Federal agency having direct or indirect jurisdiction over a proposed Federal or federally-assisted undertaking shall, prior to the approval of the expenditure of any Federal funds on the undertaking or prior to the issuance of

any license, take into account the effect of the undertaking on any district, site, building, structure or object that is included in, or eligible for inclusion in, the National Register of Historic Places and afford the Advisory Council on Historic Preservation (“Council”) a reasonable opportunity to comment with regard to such undertaking; and

WHEREAS, the Council’s implementing regulations, 36 C.F.R. Part 800, “Protection of Historic Properties,” delineate the process by which Federal agencies may fulfill their obligations pursuant to Section 106 of the NHPA; and

WHEREAS, GSA, as the Federal agency with responsibility for the ownership interest of the United States in the Property, initiated the Section 106 process with the State Historic Preservation Officer for the District of Columbia (“SHPO”) and the Council and is participating in the review of this Project as the Federal agency coordinating the involvement of and the consultation among the parties to this Memorandum of Agreement (“MOA”); and

WHEREAS, ARC, as the applicant for a Federal permit, license or approval, was invited to participate as a consulting party and has done so; and

WHEREAS, in consultation with the SHPO, ARC has completed and transmitted to the District of Columbia Historic Preservation Review Board an unsigned District of Columbia Inventory of Historic Places Nomination Form, and an unsigned National Register Nomination Form for the proposed Northwest Rectangle Historic District to which the Building would be considered eligible as a contributing property; and

WHEREAS, in consultation with the SHPO, GSA has determined and the consulting parties agree that, for purposes of consultation pursuant to Section 106 of the NHPA, the Building should be considered eligible for inclusion in the National Register of Historic Places as a contributing property within this proposed Northwest Rectangle Historic District; and

WHEREAS, ARC will redevelop the Property by dismantling the Building and incorporating certain elements of it in the Project, an undertaking which the parties to this MOA have found, in consultation with the SHPO and in accordance with 36 C.F.R. Section 800.9(b), will have an adverse effect upon properties considered eligible for inclusion in the National Register of Historic Places; and

WHEREAS, NCPC approved preliminary site and building plans for the Project on March 6, 1997 [NCPC File No. 5563] and must now give final approval to the Project; and

WHEREAS, CFA gave preliminary approval for the Project on July 25, 1996 [CFA 25/Jul/96-6 and CFA 20/Mar/97-2] and must now give final approval to the Project; and

WHEREAS, the parties to this MOA have solicited, in writing and in public meetings and other appropriate public forums, comments from the public on the effects of the Project on historic properties and have fully considered the views of the public and other interested parties in reaching agreement on the terms to be included in this MOA;

NOW, THEREFORE, the parties to this MOA agree that the Project, if undertaken, shall be implemented in accordance with the following stipulations in order to take into account the effect of the Project on historic properties.

STIPULATIONS

1. Project Design.

ARC shall ensure that the Project will be constructed in general accordance with the design prepared by Shalom Baranes Associates, said design being the basis upon which NCPC and CFA provided their preliminary approvals for the Project. Inasmuch as the design for the Project has not yet been given final approvals by NCPC and CFA, ARC shall ensure that the Project will secure said approval and will be built in conformance with the design given final approval by NCPC and CFA. The parties to this MOA shall not require modifications to the approved design as a result of a formal determination of eligibility of a potential historic district on either the National Register of Historic Places or the District of Columbia Inventory of Historic Places.

2. Landscape Plan.

If the appropriate agency of the Government of the District of Columbia grants ARC the right of entry, ARC will clean, landscape, and maintain the District-owned public space delineated in Attachment A and located immediately south of the Property across E Street, N.W. ARC shall submit its landscaping and maintenance plan for the public space to NCPC and CFA for approval; said submission may, in ARC's sole discretion, be separate from, or in conjunction with, any submittal to NCPC or CFA for final approval of the Project. ARC shall improve and maintain the public space in accordance with the approved landscape plan. The initial improvement of the space shall be completed no later than six months from the date of ARC's occupancy of the Project. ARC shall maintain the public space for a period coterminous with ARC's occupancy of the Property. ARC's maintenance shall decrease or cease as the case may be if the public space is reduced in size from the dimensions detailed in Attachment A or ceases to be an open public space.

3. Historic Documentation of the Building.

A. ARC will develop photographic and historic documentation of the Building and its site consistent with the general requirements of the Historic American Buildings Survey and will consult with the SHPO and NCPC regarding the scope and content of this documentation. Said documentation, which will not include aerial photographs, will be undertaken, where necessary, prior to construction and in any event completed prior to ARC's occupancy of the Project; the original shall be donated to the Washingtoniana Collection of the District of Columbia Public Library and one duplicate copy will be made available to the SHPO and/or an appropriate local archive designated by the SHPO. ARC shall not be responsible for any other duplication or costs for duplication.

B. ARC will provide to the Washingtoniana Collection of the District of Columbia Public Library or, in the alternative, to an appropriate local archive designated by the SHPO, documentation of the process and procedures by which the Building is dismantled and portions thereof are reconstructed as part of the Project. Said documentation shall be in the form of a written narrative, photographs and other pertinent documents.

4. Potential National Register Nomination.

A. ARC shall reimburse a consultant no more than \$600 for fees related to the presentation, explanation or justification of the documentation it has collected and transmitted to the District of Columbia Historic Preservation Review Board should an appropriate entity sponsor or officially file an application for nomination of the proposed Northwest Rectangle Historic District to either the District of Columbia Inventory of Historic Places or the National Register of Historic Places. ARC also agrees to be responsible for paying fees assessed by the Government of the District of Columbia in association with the filing of such application up to \$250.

B. ARC shall not be responsible for providing any other support or testimony, authorizing the use of its name, or sponsoring or officially filing an application for the proposed Northwest Rectangle Historic District, or assuming any liability or responsibility for issues that may arise from the District of Columbia Inventory of Historic Places or the National Register of Historic Places nomination process, or the use of the documentation it has collected and transmitted to the District of Columbia Historic Preservation Review Board pursuant to the terms of this MOA. The parties to this MOA will not oppose the proposed Northwest Rectangle Historic District based on documentation previously provided by ARC to the District of Columbia Historic Preservation Review Board as stipulated herein.

5. Archaeology.

A. ARC shall ensure that an archaeological survey of the Property is conducted in a manner consistent with the *Secretary of the Interior's Standards and Guidelines for Identification*, 48 Federal Register 44720-23, and with *Guidelines for Archaeological Investigation in the District of Columbia* (1998), and taking into account the recommended approaches delineated in the National Park Service publication *The Archaeological Survey: Methods and Uses*, 1978: NTIS Order No. PB284061. The survey shall be conducted in consultation with the SHPO, and a report of the survey shall be submitted to the SHPO for review and approval.

B. The ARC shall evaluate properties which are found on the Property in accordance with 36 C.F.R. Section 800.4(c). If properties which are found on the Property are eligible for inclusion in the National Register of Historic Places because they may be likely to yield information important in prehistory or history, ARC shall ensure that they are treated in accordance with a data recovery plan developed by ARC in consultation with the SHPO for recovery of archaeological data from the Property.

6. Neighborhood Improvements

The following neighborhood amenities will be provided by the ARC upon completion and occupancy of the subject property:

A. In addition to the landscaping in Stipulation No. 2 of this MOA, if the appropriate agency of the government of the District of Columbia or the United States grants ARC the right of entry, ARC will clean, landscape and maintain the public park at the southwest corner of 21st and E Streets, N.W., on the same terms as described in Stipulation No. 2 of this MOA, and as shown on Attachment B.

B. ARC will allow community residents to utilize, at no charge, the ARC shuttle bus that will run from the ARC building to and from the Metrorail stations on a space as available basis.

C. ARC will allow community residents access to, and use of, its cafeteria during normal cafeteria hours.

D. ARC will allow organized community groups to utilize its facilities for meetings and the like, provided scheduling for such can be accommodated without interfering with normal ARC business.

E. ARC will improve the lighting and streetscape in the area surrounding 2025 E Street if such a plan is approved by NCPC and the District of Columbia government.

7. Section 106 Compliance for Other Federal Undertakings Associated with the Project.

In the event that additional Federal undertakings are required or sought by ARC pursuant to the terms of Public Law 100-637, a Federal agency can fulfill its Section 106 responsibilities, where applicable, by accepting the terms of this MOA and specifying that satisfactory fulfillment of the terms of this MOA will be a condition of any such undertaking. The Federal agency and ARC will provide documentation to the signatories to this MOA of the scope of the undertaking associated with the Project and the Federal agency's acceptance of the terms of this MOA.

8. Amendments.

If a signatory to this MOA determines that it cannot fulfill the terms of this agreement, or otherwise deems it necessary to seek an amendment, it will notify the signatories and request consultation concerning the terms of an amendment in accordance with 36 C.F.R. Section 800.5(e)(5).

9. Administrative Conditions.

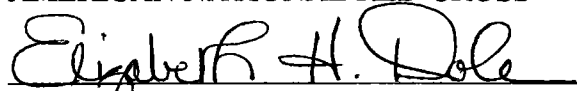
A. *Professional Qualifications.* All historic documentation conducted pursuant to the terms of this MOA will be carried out by personnel who meet the *Secretary of the Interior's Professional Qualification Standards*, 48 Federal Register 44738, for the particular field of study in which they are working.

B. Any and all obligations of ARC pursuant to the terms of this MOA shall only be carried out if ARC, in its sole discretion, determines to undertake construction of the Project.

C. This MOA may be executed in multiple original counterparts, each of which will be deemed to be an original, and which together will constitute one and the same agreement.

Execution of this agreement and implementation of its terms evidences that the signatories to this agreement have taken into account the effect of the Project on historic properties and have afforded the Council a reasonable opportunity to comment on the Project and its effect on historic properties. This agreement shall be binding upon such of the signatories indicated below as cause it to be executed on their behalf.

AMERICAN NATIONAL RED CROSS

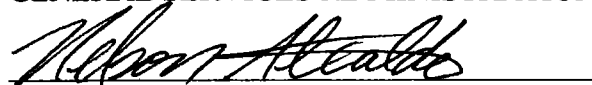


Elizabeth H. Dole
President

12/10/98

date

GENERAL SERVICES ADMINISTRATION



Nelson B. Alcalde
Administrator, National Capital Region

1-20-99

date

DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE

Wilbert J. Parker
State Historic Preservation Officer

date

ADVISORY COUNCIL ON HISTORIC PRESERVATION

John M. Fowler
Executive Director

date

NATIONAL CAPITAL PLANNING COMMISSION

Reginald W. Griffith
Executive Director

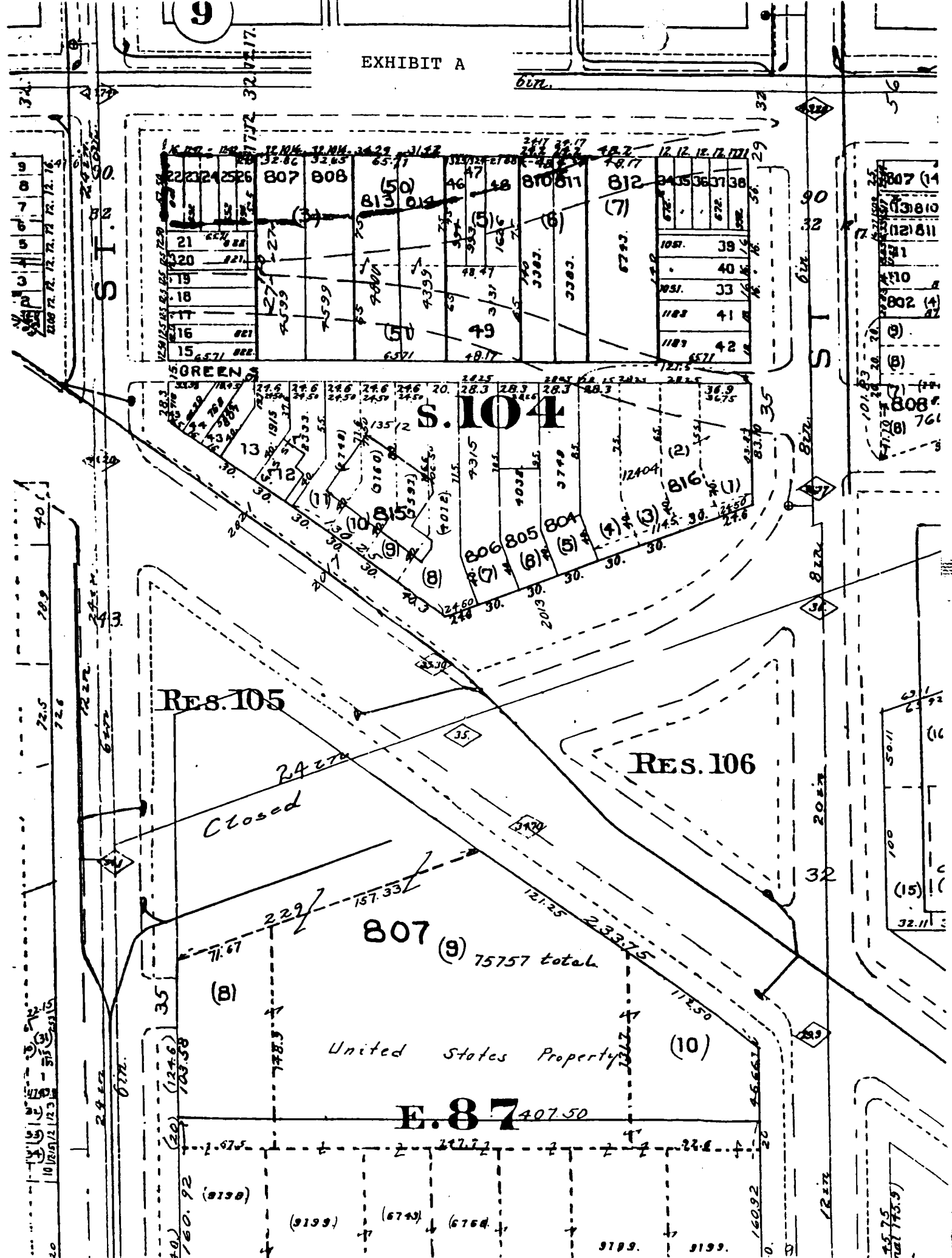
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COMMISSION OF FINE ARTS

Charles H. Atherton
Secretary

date

EXHIBIT A



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32.0717.

S. I.

S. 104

RES. 105

RES. 106

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United States Property (10)

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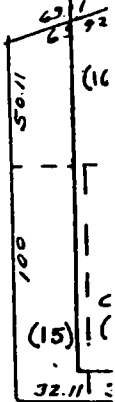
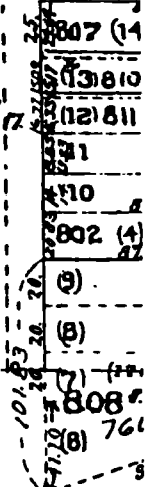


EXHIBIT B

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E ST. N.W.

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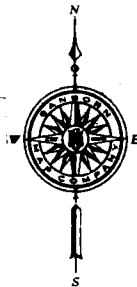
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U.S. GOVT. OFF. BLDG.
STATE DEPT. BLDG.
F.P. CONSTR.

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GARAGE B3T



21ST ST. N.W.

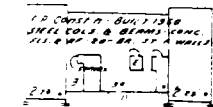
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C ST. N.W.

22ND ST. N.W.

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AMERICAN INSTITUTE OF PHARMACY

