

**PROGRAMMATIC AGREEMENT
AMONG THE UNITED STATES GENERAL SERVICES ADMINISTRATION,
THE UNITED STATES DEPARTMENT OF AGRICULTURE,
THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE INTERIOR MODERNIZATION
OF THE USDA SOUTH BUILDING, WASHINGTON, D.C.**

This Programmatic Agreement (“PA”) is made as of this 2nd day of September 2022, by and among the United States General Services Administration (“GSA”), which will act as the lead agency, the United States Department of Agriculture (“USDA”), 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, The USDA South Building (“South Building”) is located at 1400 Independence Avenue, SW Washington DC 20250 (“Property”), was constructed between 1930 and 1936 for the USDA; was listed on the National Register of Historic Places (“National Register”) on July 5, 2007 (NRIS #07000643); is significant on the national level under Criterion A in the areas of Politics/Government and Community Planning and Development and under Criterion C in the area of Architecture with a period of significance between 1930 and 1936; and

WHEREAS, the South Building is under the custody, control and accountability of GSA, and GSA entered into a delegation agreement (“Delegation Agreement”) with USDA in 1984 for the ongoing management and operation of the South Building for an indefinite period (attached hereto as Appendix I); and

WHEREAS, in accordance with GSA’s *Standard Operating Procedures for Operation and Maintenance of Delegated Real Property, Section III, M.4 Historic Buildings*, for those delegated buildings that are listed on the National Register, GSA is the lead federal agency responsible for compliance with the NHPA, and GSA’s Regional Historic Preservation Officer (“RHPO”) must review proposed repairs, maintenance, and alterations that may affect the original materials in a historic building; and

WHEREAS, GSA has invited USDA to sign this PA as a signatory (“Invited Signatory”) and USDA is assuming responsibilities under this PA as an Invited Signatory, per 36 C.F.R. 800.6(c)(2); and

WHEREAS, to support implementation of the Secretary of Agriculture’s OneNeighborhood Initiative and consolidate USDA employees within the National Capital Region, and to make the South Building compliant with current life safety codes, federal guidelines for energy, workplace environment and occupancy utilization efficiency, GSA and USDA will undertake workspace modernization within the South Building, which is the “Undertaking;” and

WHEREAS, the Undertaking includes the renovation of general office space; upgrades to mechanical and utility systems; and restoration and rehabilitation of interior spaces within the headhouse and tailhouse, central corridors, and toilet rooms as per the Work Area Plan Drawings, which have been approved by the SHPO and are attached hereto as Appendix II (the “Work Area Plans”); and

WHEREAS, GSA initiated consultation on March 20, 2021, with the SHPO and ACHP pursuant to 36 C.F.R. 800.6(a); and

WHEREAS, in consultation with SHPO, GSA determined that the Area of Potential Effects (“APE”) for the Undertaking is the interior of the South Building, and work will not be visible from the exterior; and

WHEREAS, GSA has determined that the Undertaking will have an adverse effect on the South Building through the removal of original corridor walls, doors, and transoms for the creation of open floorplans, and through the relocation of the wheelchair lift inside the 14th Street entrance, as detailed in the Determination of Effects Letter (attached hereto as Appendix III) and as per 36 C.F.R. 800.5(a)(1); and

WHEREAS, on November 4, 2021, in accordance with 36 C.F.R. § 800.6(a)(1), GSA notified the SHPO and ACHP of GSA’s adverse effect determination, and on November 30, 2021, the ACHP responded that it would participate in the consultation pursuant to 36 C.F.R. 800.6(a)(1)(iii); and

WHEREAS, GSA determined, pursuant to 36 C.F.R. 800.2(d)(1), that consultation with the SHPO to address the public interest is appropriate and sufficient to avoid, minimize, and mitigate the adverse effects of the Undertaking because of its limited nature and complexity; and

WHEREAS, USDA plans to modernize all levels of the headhouse, tailhouse, and central corridors within wings 1, 2, 6, and 7, as well as the tailhouse of wings, 3, 4, and 5, of the South Building in multiple Modernization Phases, as defined below, over a 10-year period as of the date on the first page of this PA (attached hereto as Appendix IV).

WHEREAS, USDA in 2017 completed a Historic Structure Report (“2017 HSR”) for the South Building, which determined historic preservation zones; 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

- A. **Applicable Codes and Standards.** The Undertaking was planned and developed and will be executed in a manner consistent with Work Area Plans, the 2017 HSR’s Historic Preservation Building Zones, the recommended approaches contained in the Secretary of the Interior’s Standards for the Treatment of Historic Properties, GSA’s Technical Preservation Guidelines, (<https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/technical-documents>), Stipulation IV, regulations associated with Stipulation VI, as applicable, and prevailing applicable codes.
- B. **Qualifications.** GSA will ensure that all historic preservation work performed by GSA or on its behalf pursuant to this PA 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 Professional Qualifications Standards, as amended and annotated in those areas in which the qualifications are applicable for the specific work performed.

II. Project Design Review

A. DEFINITIONS:

1. **Design Phase:** Refers to standard phases of the architectural design process (e.g., schematic, design development, construction documentation, bidding, and construction administration) and includes all drawing and specification deliverables associated with each of those phases.
 2. **Modernization Phase:** Refers to each portion of the Undertaking as defined and diagrammed in the Phasing Plan (Appendix IV).
 - a. Modernization Phase 1 refers to Wing 7 central corridor.
 - b. Modernization Phase 2 refers to Wing 6 central corridor.
 - c. Modernization Phase 3 refers to Wing 6 and 7 headhouse.
 - d. Modernization Phase 4 refers to Wing 6 and 7 tailhouse.
 - e. Modernization Phase 5 refers to Wing 5 tailhouse.
 - f. Modernization Phase 6 refers to Wing 2 central corridor and Wing 1 and 2 headhouse.
 - g. Modernization Phase 7 refers to Wing 1 central corridor and Wing 1 and 2 tailhouse.
 3. **Design Documentation:** Refers to all standard deliverables, including drawings and specifications, associated with each Design Phase.
 4. **Design Submissions:** Refers to documentation sufficient for external Section 106 design review by consulting parties. Shall include, at minimum, plans, sections, annotated diagrams, and narrative sufficient to determine if there is a potential for additional adverse effect.
- B. GSA will review all Design Documentation prepared by USDA for this Undertaking. USDA will provide GSA with Design Documentation at each Design Phase of the Undertaking, including, but not limited to, schematic design, design development, and construction documentation.
- C. USDA will submit all Design Documentation electronically to GSA, who will review the proposed Design Documentation within two weeks to verify: i) that the proposed design has no potential for additional adverse effect; ii) that the proposed design is consistent with approved Work Area Plans, the 2017 HSR and its historic preservation zones; and iii) as Modernization Phases are completed, that the proposed design is consistent with the design from each previously approved Modernization Phase (“Approved Phases”). Upon verification that no changes are required, GSA’s Office of Planning and Design Quality (OPDQ) will authorize USDA to proceed to the next phase of design development.
- D. For each of the seven Modernization Phases, at the 35% level of design development, USDA shall provide GSA Design Submissions sufficient for external Section 106 Review.

GSA shall provide the SHPO with the Section 106 Design Submissions and shall provide digital copies to ACHP at the same time.

- E. Design Submissions for external Section 106 review shall include information sufficient to identify and consider alternatives or modifications to the designs that will avoid, and minimize, or mitigate adverse effects not previously accounted for.
- F. The SHPO shall review and comment to GSA in writing on the Design Submissions within 30 calendar days of receipt, and ACHP may also comment in writing within the same period.
- G. If necessary for review, the SHPO may request a site visit within the reviewing period. GSA will promptly accommodate this request.
- H. In the event the SHPO provides comments pursuant to this section, GSA will provide the SHPO's comments to USDA for its review.
- I. If GSA granted approval pursuant to II.C above, and the SHPO concurs in writing or fails to respond in writing within 30 calendar days from its receipt of GSA's request for concurrence, and no objection is received from ACHP, GSA may authorize USDA to proceed to the next phase of design development.
- J. If the SHPO notifies GSA in writing within the 30-day period that it does not concur with GSA's finding of no additional adverse effect on historic properties, or ACHP objects, GSA will consult with SHPO and ACHP to resolve the objection(s).
- K. Should GSA object to any of the SHPO's comments, or receive comments from USDA, GSA will provide the SHPO with a written explanation of the objection and/or USDA's comments, and will initiate consultation with the SHPO, with notice to USDA, to resolve the objection and/or comments. If no agreement is reached within 30 calendar days following SHPO's receipt of GSA's written explanation, GSA may request ACHP's review of the dispute pursuant to Section VII (Dispute Resolution) of this agreement.

III. Design Review of Variations to Approved Work Area Plans and Modernization Phases

- A. If USDA prepares Design Documentation that proposes a variation to previously Approved Work Area Plans or Modernization Phases, GSA will determine if it is substantively different than previously Approved Work Area Plans or Modernization Phases.
- B. If GSA determines that it is NOT substantively different from Approved Work Area Plans or Modernization Phases, the proposed variation will be considered consistent with Approved Work Area Plans or Modernization Phases for the purposes of this PA.
- C. If GSA determines the proposed project Design Documentation is consistent with Approved Work Area Plans or Modernization Phases, as noted above, GSA may authorize USDA to proceed to next design milestone and shall do so within 15 calendar days of receipt of a complete submission.

- D. If GSA determines that the proposed Design Documentation is substantively different from the Approved Work Area Plans or Modernization Phases and/or have the potential to increase adverse effects, GSA will consult with USDA to resolve the discrepancies. If resolution is not reached, GSA will notify the SHPO per 36 C.F.R. 800.5(a) and submit the Design Documentation to the SHPO electronically for its consideration as per Section II A-J above).
- E. If GSA and SHPO agree that the Design Documentation will result in new or increased adverse effects, GSA will consult with SHPO to avoid or minimize these effects and, if necessary, develop a Memorandum of Agreement (“MOA”), as appropriate under 36 C.F.R. Part 800.

IV. Avoidance, Minimization, and Mitigation Measures

A. Avoidance

- 1. Protective Measures. Physical measures will be installed to protect character-defining features from damage during all staging and construction activities and will be submitted by GSA or USDA to the SHPO in advance for review and approval.
- 2. HEADHOUSE AND TAILHOUSE
 - a. Basement and First Floor (throughout floor) will be restored.
 - b. 14th Street Entrance will be restored.
 - c. All floors will be restored, including entrances, elevator lobbies, and corridors with preservation of terra cotta flooring, marble borders and bases, oak wood doors, frames, and glazed transoms (door and transom assemblies).
 - d. Drop ceilings will be removed to restore original corridor plaster ceilings and beams throughout building corridors.
 - e. Existing historic restrooms will be restored.
 - f. Corridor tiles in basement and first level, as well as within the headhouse and tailhouse of levels 2-6 will be preserved in situ.
- 3. CENTRAL CORRIDORS FLOORS 2-6
 - a. Quarry tile floors will be preserved.
 - b. Drop ceilings will be removed to restore original corridor plaster ceilings and beams throughout building corridors.

B. Minimization

- 1. Walls within the central corridors will be retained symmetrically two bays beyond the elevator lobbies on both the north and south ends of the corridors.
- 2. Corridor tiles within the central corridors on levels 2-6 will be covered with carpeting in a color or pattern distinct from surrounding floor covering.

C. Mitigation Measures

1. Transom assemblies (frames, glass, doors, and hardware) in central corridors will be salvaged and reused as part of restoration.
2. USDA will install historically appropriate lighting that matches fixtures used in previous modernization phases, throughout the corridors on floors 2 through 6.
3. Hardware, wayfinding, and graphics will complement the original 1930s design and will be subject to design review by SHPO.
4. USDA will install a historic exhibition in public space(s), including the cafeteria and the exhibition space within the adjacent Whitten Building. Content and location of exhibition materials will be subject to design review by SHPO.

V. Review of Mitigation Measures

- A. For all mitigation measures, at the 10%, 50%, and 100% level of design development, USDA will provide Design Submissions electronically to GSA, who will review the proposed mitigation to verify no potential for additional adverse effect, consistency with approved Work Area Plans, the HSR, and Historic Preservation Building Zones, and for approval by OPDQ.
- B. Design Submissions shall include information sufficient for external Section 106 Review and to identify and consider mitigation of adverse effects and to verify no potential for additional adverse effect
- C. GSA shall provide the SHPO with the Mitigation Design Submissions and shall provide digital copies to ACHP at the same time.
- D. The SHPO shall review and comment to GSA in writing on the Design Submission within 30 calendar days of receipt, and ACHP may also comment in writing within the same period.
- E. If necessary for review, the SHPO may request a site visit within the reviewing period. GSA will promptly accommodate this request.
- F. In the event the SHPO provides comments pursuant to this section, GSA will provide the SHPO's comments to USDA for its review.
- G. If GSA determines that the proposed design is sufficient to mitigate the adverse effects, and the SHPO concurs in writing or fails to respond in writing within 30 calendar days from its receipt of GSA's finding, and no objection is received from ACHP, the mitigation measure may move on to the next phase of design.
- H. If the SHPO notifies GSA in writing within the 30-day period that it does not concur with GSA's finding that the proposed design is sufficient to mitigate the adverse effects, or ACHP objects, GSA will consult GSA will consult with SHPO and ACHP to resolve the objection(s).
- I. Should GSA object to any of the SHPO's comments, or receive comments from USDA, GSA will provide the SHPO with a written explanation of the objection and/or USDA's

comments, and will initiate consultation with the SHPO, with notice to USDA, to resolve the objection and/or comments. If no agreement is reached within 30 calendar days following SHPO's receipt of GSA's written explanation, GSA may request ACHP's review of the dispute pursuant to Section VII (Dispute Resolution) of this agreement.

VI. Emergencies 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 on the Property prior to completion of the Undertaking, GSA will notify SHPO and the ACHP 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. **Emergencies.** Emergency actions are those actions deemed necessary by GSA as an immediate and direct response to an emergency situation, which is a disaster or emergency declared by the President or Mayor, or other immediate threats to life or property. Emergency actions under this Agreement are only those implemented within 30 calendar days from the initiation of the emergency situation.
1. If the emergency action has the potential to affect historic properties, GSA shall notify the SHPO and ACHP prior to undertaking the action, when feasible. As part of the notification, GSA shall provide a plan to address the emergency. The SHPO and ACHP shall have 7 calendar days to review and comment on the plan to address the emergency. If the SHPO or ACHP does not comment or object to the plan within the review period, GSA may implement the proposed plan.
 2. If the SHPO or ACHP objects to the plan, then they will notify GSA of their objection and offer an alternate approach within the 7-calendar day review period, unless the agency official determines that circumstances do not permit seven days for comment, in which case GSA will proceed in accordance with 36 C.F.R. 800.12(b)(2). Following its consideration of comments received, GSA will provide notification to the SHPO and ACHP of its decision to proceed with the plan as proposed or an amended plan and may proceed accordingly after the 7-calendar day review period. If adverse effects result, GSA will resolve them in accordance with Stipulation VII, (Dispute Resolution).
 3. If GSA is unable to consult with the SHPO and ACHP prior to carrying out emergency actions, GSA shall notify the SHPO and ACHP within 48 hours after the initiation of the emergency action. This notification shall include a description of the emergency action taken, the effects of the action(s) on historic properties, and, where appropriate, any further proposed measures to avoid, minimize, or mitigate potential adverse effects on historic properties. The SHPO shall have 7 calendar days to review and comment on the proposal where further action is required to address the emergency. If the SHPO does not object to the plan within the review period, GSA may implement the proposed plan.

4. If the SHPO or ACHP objects to the plan, then they will notify GSA of their objection and offer an alternate approach within the 7-day review period unless the agency official determines that circumstances do not permit 7 days for comment, in which case GSA will proceed in accordance with 36 C.F.R. §800.12(b)(2). Following its consideration of comments received, GSA will provide notification to the SHPO and ACHP of its decision to proceed with the plan as proposed or an amended plan and may proceed accordingly after the 7-day review period. If adverse effects result, GSA will resolve them after-the-fact per 36 C.F.R. §800.6.
 - a. Where possible, GSA shall ensure that such emergency actions be undertaken in a manner that does not foreclose consultation on future preservation or restoration of historic properties. In addition, where possible, GSA will ensure that such actions be undertaken with on-site monitoring by the appropriate preservation professional who meets, at a minimum, the Secretary of the Interior's Professional Qualifications Standards in his or her field of expertise.
 - b. Where the SHPO has reason to believe that a historic property may be adversely affected by an emergency action, SHPO may submit a request to GSA to review and comment on that action.
 - c. Immediate rescue and salvage operations conducted to preserve life or property are exempt from these and all other provisions of this Agreement.

VII. Dispute Resolution

Should any Party to this PA object to any action carried out or proposed by GSA or USDA with respect to the implementation of this PA, GSA will consult with the objecting Party to resolve the objection.

- A. 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:
 1. 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 PA, and providing a written response to such advice and comments.
 2. 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 PA. 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.

- B. GSA's responsibility to carry out all other actions subject to the terms of this PA 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.

VIII. Electronic Copies

Within one week of the last signature on this PA, GSA will provide SHPO, ACHP, and USDA with one legible, color, electronic copy of this fully executed PA and all of its Exhibits. If the electronic copy is too large to send by e-mail, GSA will provide the SHPO and USDA with a copy of this PA via digital fileshare.

IX. Amendments

If any Signatory to this PA 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 PA.

This PA may be amended when such an amendment is agreed to in writing by GSA, SHPO, and USDA. The amendment will be effective on the date a fully signed copy is filed with the ACHP.

If the Signatories cannot agree to appropriate terms to amend the PA, within 30 days (or another time period agreed to by all Signatories), any Signatory may terminate the PA in accordance with Stipulation X.

Should the Delegation Agreement be terminated by GSA or USDA or be substantially amended in a manner that would affect the preservation, protection, or treatment of the Property, any Signatory or Invited Signatory may propose that this PA be amended, as appropriate.

X. Termination

If GSA, SHPO, or USDA determines that the terms of this PA cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation IX. If within 30 days (or another time period agreed to by all the parties) an amendment cannot be reached, GSA, SHPO, or USDA may terminate the PA upon written notification to the other parties. Once the PA is terminated, and prior to work continuing on the Undertaking, GSA must either (a) execute a PA pursuant to 36 C.F.R. 800.14(b) or Memorandum of Agreement pursuant to 36 C.F.R. 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. 800.7. GSA will notify SHPO and USDA as to the course of action it will pursue.

XI. Availability of Funds

The Parties acknowledge and agree that their respective obligations under this PA are subject to the availability of appropriated funds, and the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351. While the PA is not a commitment of funds, the

Parties shall make reasonable and good faith efforts to secure the necessary funds to implement this PA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs a Party's ability to implement the stipulations of this agreement, the Party shall consult in accordance with the amendment and termination procedures found at Stipulations IX & X, respectively of this agreement.

XII. Duration

This PA will be null and void if its terms are not carried out within 10 years from the date of its execution. Prior to such time, GSA may consult with the other Signatories to reconsider the terms of this PA and amend it in accordance with Stipulation IX.

XIII. Monitoring and Reporting

Following the execution of this PA until it expires or is terminated, GSA will, at the completion of each phase, provide the Signatories to this PA 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 PA.

XIV. Signatures and Effective Date

Execution of this PA by the Signatories, and implementation of its terms evidence that GSA has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment. This PA 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 PA.

(See Following Pages for Appendices and Signatures)

APPENDICES

Appendix I	Delegation Agreement
Appendix II	Work Area Plans
Appendix III	Determination of Effect Letter
Appendix IV	Phasing Diagram

FOR THE U.S. GENERAL SERVICES ADMINISTRATION

DocuSigned by:

By: *Aimee Whiteman*

8/29/2022

Aimee Whiteman

Date

Acting Regional Commissioner
Public Buildings Service
National Capital Region

FOR THE U.S. GENERAL SERVICES ADMINISTRATION

By: *Beth L. Savage*

8/9/2022

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

_____ Date

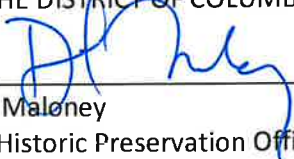
FOR THE U.S. DEPARTMENT OF AGRICULTURE

A handwritten signature in blue ink that reads "S Watts". The signature is cursive and stylized, with the first letter 'S' being particularly large and looping.

By: _____
Sandra Watts
Associate Deputy Chief, National Forest System

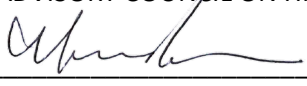
September 1, 2022
Date

FOR THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE

By: 
David Maloney
State Historic Preservation Officer

8/31/2022
Date

FOR THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: 

September 2, 2022

Reid Nelson
Executive Director, Acting

Date