

PROGRAMMATIC AGREEMENT  
AMONG  
THE U. S. GENERAL SERVICES ADMINISTRATION  
THE U. S. DEPARTMENT OF STATE  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
IMPLEMENTATION OF THE REVISED MASTER PLAN FOR THE  
CONSOLIDATION OF THE FOREIGN SERVICE INSTITUTE  
AT THE  
GEORGE P. SHULTZ NATIONAL FOREIGN AFFAIRS TRAINING CENTER,  
ARLINGTON, VIRGINIA

This Programmatic Agreement (PA) is made as of this 30<sup>th</sup> day of May 2017, by and among the U.S. General Services Administration (GSA), the Advisory Council on Historic Preservation (ACHP), the Virginia State Historic Preservation Office (SHPO), the U.S. Department of State (DOS) (referred to collectively herein as the (Signatories) or individually as a (Signatory), pursuant to Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations at 36 CFR Part 800 and Section 110 of NHPA 54 U.S.C. §§ 306101 and 306108.

WHEREAS, the 72-acre George P. Shultz National Foreign Affairs Training Center (NFATC) (Appendix 1) an Interagency Security Committee (ISC) Level 3 facility, is located along Arlington Boulevard between George Mason Drive and Glebe Road in Arlington County and occupies part of the Arlington Hall Station Historic District, determined eligible for listing in the National Register of Historic Places (National Register) in 1988 because of its local architectural and educational importance and for its nationally significant role in American military intelligence operations during World War II. Contributing features include all extant buildings and structures constructed prior to 1946, and extant historic landscape features; and

WHEREAS, the Foreign Service Institute (FSI) training and classroom facilities are located at NFATC and in leased space in numerous locations in the Washington, D.C. metropolitan area; and

WHEREAS, In June 29, 2016, GSA initiated consultation (Appendix 2) with the SHPO for a revision to the NFATC master plan, which proposed to accommodate a consolidated FSI, which prescribes approximately 329,000 gross square feet of new development at NFATC, including: additions to Buildings A (visitor center), F (classroom/administration), G (central utility plant), and K (auditorium); L (child care) and the proposed new Building B (training and classroom), together depicted in the draft Revised Master Plan (Draft RMP) (Appendix 3); the installation of NFATC way finding signage; the installation of perimeter security

apparatus; and, various landscape improvements at the NFATC (Undertaking); and

WHEREAS, the design for the addition to Building L (child care) is farther along than the other elements of the Undertaking and was generally consulted upon and GSA finds it does not pose an adverse effect to historic properties (Appendix 4); and

WHEREAS, alternatives to the additions proposed in the Draft RMP were considered, to avoid or minimize adverse effects to historic properties, but such consideration was limited by topographical and landscape obstacles at NFATC including storm water runoff areas and extant historic landscape features (Appendix 5), as well as FSI consolidation objectives; and

WHEREAS, the National Capital Planning Commission (NCPD) is the central planning agency for the Federal Government in the National Capital Region , and reviews all project submissions provided to them by GSA pursuant to the National Capital Planning Act of 1952 and the NCPD Submission guidelines; and

WHEREAS, NCPD reviewed the Draft RMP, under their advisory authority (40 U.S.C. § 8722(a) and (b)(1)) and on March 2, 2017, issued a formal recommendation to GSA that “the visual impacts of proposed Building B on this historic gymnasium and larger historic context be further minimized to the extent practicable,” in consultation with the SHPO and other stakeholders; and

WHEREAS, upon NCPD’s approval of the Final RMP, it will be provided by GSA to all Consulting Parties as an appendix to this PA in accordance with (Stipulation 1.A), without requiring an amendment (Stipulation XIII.), (Appendix 3); and

WHEREAS, GSA plans to alter the footprint of Building B, as depicted in the Draft RMP, as well as to reduce Building B’s overall massing, and Building B’s design will be reviewed in accordance with the stipulations in this PA; and

WHEREAS, in 1989, DOS consulted with SHPO on a master plan and entered into a Memorandum of Agreement (MOA) with SHPO and ACHP, with GSA as a concurring party, for the resolution of adverse effects to historic properties that would result from development of the new NFATC facility and implementation of the master plan. While the undertaking and mitigation measures in that MOA were completed the 1989, the MOA is still in effect and is consistent with this PA. In 2004, DOS consulted with SHPO on an update to the master plan to expand the building program; and.

WHEREAS, GSA and DOS agree that GSA is the lead agency for the Undertaking; and

WHEREAS, on March 13, 2017, GSA and SHPO concurred (Appendix 6) that the direct Area of Potential Effect (APE) (Appendix 7) for the Undertaking encompasses the Arlington Hall Station Historic District and portions of the adjacent Barcroft and Alcova residential neighborhoods, which GSA in consultation with SHPO has determined eligible for the National Register for purposes of Section 106 consultation on this Undertaking; and

WHEREAS, within the direct APE, an archaeological APE (Archaeological APE, Appendix 8) encompassing specific areas within the boundary of the NFATC that have been identified as previously undisturbed, have been consulted upon and delineated; and

WHEREAS, in consultation, GSA also considered indirect effects to the Arlington Heights Historic District and the nearby National Register-listed Unitarian Universalist Church of Arlington and determined there were no effects on these historic properties due to their distance from and lack of visibility of the areas within the NFATC where new development as proposed in the RMP for the Undertaking; and

WHEREAS, in 2016 Michael Baker & Associated conducted background research and a pedestrian reconnaissance (Archaeology Reconnaissance, Appendix 9) resulting in the identification of five areas within the boundary of the NFATC with archaeological potential: the Meadow, East Parcel, Visitor's Center, West Parcel, and Gymnasium Test Areas (referred collectively as Test Areas); and

WHEREAS, as stipulated in this PA, GSA plans to conduct a re-evaluation survey of the boundary of the Arlington Hall Historic District in accordance with Virginia's Department of Historic Resource's *Guidelines for Conducting Historic Resources Survey in Virginia* (October 2011) and consult with the SHPO to determine if a boundary reduction is warranted based on the loss of historic properties following implementation of the 1989 Master Plan; and

WHEREAS, consistent with 36 C.F.R. § 800.14(b)(1)(ii-iii), the effects of the Undertaking on historic properties cannot be fully determined at this time, but is anticipated that adverse effects will be avoided, minimized or mitigated; and any remaining adverse effects of the Undertaking on historic properties, once identified, will be resolved in accordance with the processes set forth in this PA; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), GSA notified ACHP on February 10, 2017 of its adverse effect determination with specified documentation, and ACHP chose to participate in the consultation pursuant to 36

CFR § 800.6(a)(1)(iii); and

WHEREAS, on September 12, 2016, GSA initiated consultation, by letter, with the following federally recognized tribes, all of which generally indicated that the Undertaking is within their area of interest: The Delaware Nation, the Delaware Tribe of Indians, the Catawba Indian Nation, and the Pamunkey Tribe (collectively known as Tribes) and the Tribes elected not to participate; and

WHEREAS, pursuant to 36 C.F.R. § 800.3(f), GSA identified and consulted with, in addition to the Signatories identified above, the following consulting parties: NCPC, the Arlington Historical Society; the National Guard Bureau (collectively, with the Signatories, known as Consulting Parties or CPs); and

WHEREAS, GSA received a request from Arlington County, the Certified Local Government (CLG), for participation on the development of this agreement, and for inclusion as a Concurring Party to this Agreement (included as a CP); and,

WHEREAS, GSA involved the public in accordance with 36 CFR § 800.8(a), Tribes included therein, and will continue to apprise the CPs of Undertaking milestones, in accordance with this PA; and

NOW THEREFORE, the Signatories 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.

## **STIPULATIONS**

GSA shall ensure that the following measures are carried out:

### **I. General Requirements**

- A. **Applicable Codes and Standards.** The RMP (Appendix 3) shall be finalized, provided by GSA to the Signatories and Consulting parties promptly without requiring an amendment, and implemented by GSA in consideration of the recommended approaches contained in the Secretary of the Interior's Standards for the Treatment of Historic Properties (Secretary's Treatment Standards), in accordance with the International Building Code (IBC), GSA's applicable Technical Preservation Guidelines (<http://www/gsa.gov/technicalpreservationguidelines>), and other prevailing applicable codes.
- B. **Qualifications.** GSA shall ensure that all historic preservation work performed on its behalf pursuant to this PA shall be accomplished by, or under the direct supervision of a person or persons who meet(s) or

exceed(s) the pertinent qualifications, in the appropriate disciplines, in the Secretary's Professional Standards (36 CFR Part 61 (1983) and [http://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](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. GSA shall ensure that all archaeological work required under the terms of this PA takes into account current professional standards and guidelines, as noted in Stipulation I.A. and also including the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716-44742, September 1983), the ACHP's Section 106 Archeology Guidance (June 2007) and the SHPO's Guidelines for Conducting Historic Resources Survey in Virginia (2011), and subsequent revisions or replacements.

## **II. Identification**

- A. GSA will conduct a boundary analysis survey of the Arlington Hall Historic District in accordance *with Guidelines for Conducting Historic Resources Survey in Virginia* (October 2011), including revision of VCRIS (Virginia Cultural Resource Information System) forms, if appropriate. All architectural survey submitted for review and compliance projects must be entered into the VCRIS online database and submitted in hard copy per the state Survey Guidelines. Hard copy submittals entail individually printed VCRIS forms, site plans, printed and labeled photographs in archival sleeves, and digital images on a CD. Two bound hard copies of the report and one digital copy will be submitted to the SHPO with the newly proposed boundary for a thirty 30 calendar day review period. The survey will give consideration to all qualifying characteristics of a historic property, including location, design setting, materials, workmanship, feeling, or association. GSA shall submit a revised National Register Nomination which shall be considered as mitigation for the Undertaking as listed in Stipulation VIII, (Mitigation).

## **III. Project Design Review**

### **A. Submissions Content**

1. Submission Content: GSA shall provide the SHPO with Submissions on the Undertaking at the 35% and 65% levels of design development (Design Submission(s)), and shall provide digital copies to the Signatories and Concurring Party at the same time. The 35% Design Submissions shall have sufficient detail on siting, massing and the exterior appearance and will include GSA's determination of effect finding, informed by qualified personnel per Stipulation I.B. (General Requirements), per (Stipulation III.B, Scope of Review). The 65% Design Submissions shall provide sufficient information on exterior

finishes to demonstrate compliance with the Secretary's Treatment Standards and address comments received from the 35% submission. The Submission milestones of 35% and 65 % align with the NCPC submission requirements for Interim and Final, respectfully.

- B. Scope of Review: The SHPO shall review and comment to GSA in writing on the Submissions within 30 calendar days of receipt, and Consulting Parties may also comment in writing within the same period. The purpose of the design review process is to identify and consider alternatives or modifications to the designs that will avoid, and minimize, or mitigate adverse effects on historic properties.
1. No Adverse Effect: If GSA determines that the design will have no adverse effect on historic properties in the 35% Design Submission, 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 the CPs, GSA will have no further responsibilities with regard to this part of the undertaking.
    - a. If the SHPO notifies GSA in writing within the 30 day period that it does not concur with GSA's finding of no adverse effect on historic properties, or a Signatory or Concurring Party objects, GSA will consult and develop the 65% Design Submission to avoid or minimize the adverse effect. If the disagreement is resolved, GSA will proceed with Stipulation III.A.2.a of this PA. If the disagreement cannot be resolved following the 65% Design Submission, GSA will proceed according to Stipulation III.B.2.b or XII, (Dispute Resolution) as appropriate.
  2. Adverse Effect: If GSA finds that the preferred design will result in adverse effects on historic properties, then further consultation will be needed to develop a treatment plan to, avoid, minimize or mitigate the Undertaking's adverse effects in accordance with Stipulation VIII, (Mitigation).
    - a. If agreement is reached, GSA will finalize the design and implement the agreed upon measures. GSA will then proceed with that specific portion of the Undertaking.
    - b. If GSA finds that further consultation does not result in agreement on ways to resolve the adverse effects, GSA will follow the procedure outlined in Stipulation XII, (Dispute Resolution).

3. Child Care Center Addition: Because of the advance design development for the Child Care Center Addition (Building L) (Appendix 10)) GSA plans to submit a single Design Submission to NCPC address both the interim and final submission. As GSA finds the Child Care Center addition does not pose an adverse effect to historic properties, GSA shall develop a similar design submission combined 35% and 65% design submission to comply with Stipulation III.A (Submission Content), will be made in advance of the NCPC submission.
- C. Public Involvement: GSA will engage the public as appropriate per 36 C.F.R. § 800.3(e).
- D. Design Changes: If GSA becomes aware of a design modification that is materially inconsistent with the approved design that was reviewed under Stipulation III.A-D of this PA. GSA will determine whether these modifications have the potential to adversely affect historic properties in a manner not anticipated and/or resolved under consultation that occurred per Stipulation III.A-C, (Project Design Review).
1. Should GSA determine that the modified design does not have the potential to adversely affect historic properties in a manner not anticipated and/or resolved under consultation that occurred per Stipulations III.A-D of this PA, then GSA will have no further responsibilities with regard to that part of the Undertaking.
  2. Should GSA determine that the modified design does have the potential to adversely affect historic properties in a manner not anticipated and/or resolved under consultation that occurred per Stipulations III.A-C, of this PA, then unless another timeframe is mutually agreed upon in writing, SHPO, shall and CPs may provide written comments to GSA on these design changes within 30 calendar days of their receipt of the associated submission from GSA. If no responses are received within the 30 calendar day period, GSA will assume that the non-responding party has no comments.
  3. Consideration of Comments. GSA shall consider and incorporate timely received written comments into the Undertaking or GSA shall promptly provide the SHPO and CPs as appropriate including any responding parties, with a written explanation of the reasons for its objection to their comment(s) and initiate informal consultation with all parties to resolve their concerns. GSA will not proceed with the work associated with the Design Changes until agreement has been reached among all parties. If agreement has not been reached within

10 calendar days following GSA initiation of informal consultation, GSA will request ACHP review of the disagreement pursuant to Stipulation XII, (Dispute Resolution).

#### **IV. Movement Monitoring**

The following measures will be taken to monitor the historic Gymnasium, during construction:

- A. Photograph and document existing conditions of the property prior to construction.
- B. Install monitoring devices for measuring and measure construction-related vibration.
- C. Install inclinometers and monitor as appropriate. (An inclinometer is an instrument for measuring angles of slope (or tilt), elevation, or depression of an object with respect to gravity).
- D. Regularly monitor and take readings and document findings.
- E. Vibrations shall be monitored to ensure that vibration levels at the Gymnasium do not exceed 0.2 inches/second. In the event that this vibration threshold is exceeded, GSA will halt construction and forward written documentation of the finding, along with proposed measures to resolve the potential effect, to the SHPO. Unless SHPO objects in writing within seven calendar days of receiving the associated submission from GSA, GSA may proceed with the work. Otherwise, GSA will resolve the objection through further consultation with SHPO, or in accordance with Stipulation XII, (Dispute Resolution) before proceeding with the work.

#### **V. Construction Staging**

The Construction Staging Plan shall address appropriate signage, equipment storage and instruction on the location of temporary construction trailers to ensure that when they are located within the NFATC does not disturb areas within the Archaeology APE and historic landscape features throughout the NFATC for the duration of construction. Upon removal, their sites shall be restored to their condition prior to construction. The construction staging plan will also include instruction to all subcontractor on procedures for protecting historic properties and resources within the Archaeological APE.



## VI. Archaeology

### General Standards

#### A. Consultation

1. For each project element involving ground disturbance, GSA shall consult with the SHPO and other CPs, as appropriate; to review the previous archeological surveys of the area to determine if adequate information exists to assess project effects. If the GSA determines in consultation with the SHPO, Signatories and other CPs that further identification efforts are needed, GSA shall ensure that an archeological survey program, for identification of archeological sites, is developed. Prior to affecting any potentially eligible archeological site, GSA shall develop a testing program of sufficient intensity to provide an evaluation of eligibility for the National Register in consultation with SHPO, Signatories and other CPs, following the regulations outlined in 36 CFR § 800.4(c).
2. If archeological sites are identified within the APE that are eligible for the National Register, GSA shall develop a plan for their avoidance, protection, or recovery of information in consultation with the SHPO and the other consulting parties. The plan shall be submitted to the SHPO and other CPs for review and comment prior to implementation.
3. All data recovery plans prepared under the terms of this PA shall include the following elements:
  - a. Information on the archeological property or properties where data recovery is to be carried out, and the context in which such properties are eligible for the National Register;
  - b. Information on any property, properties, or portions of properties that will be destroyed without data recovery;
  - c. Discussion of the research questions to be addressed through the data recovery with an explanation/ justification of their relevance and importance;
  - d. Description of the recovery methods to be used, with an explanation of their pertinence to the research questions; and
  - e. Information on arrangements for any regular progress reports or meetings to keep the SHPO and other Consulting Parties up to date on the course of the work. The plan should contain the expected timetable for excavation, analysis and preparation of the final report.

- f. A plan for public dissemination of the information.
  - g. Interpretative measures will be developed in consultation with the SHPO once data recovery is completed, in accordance with Stipulation VIII, (Mitigation).
4. GSA shall ensure that all archaeological information arising from the Undertaking is incorporated into a technical report/s. The SHPO, Signatories and other CPs shall provide their comments on the draft technical report/s to GSA within 30 calendar days from receipt of the draft report. GSA shall submit two hard copies bound in a plastic spiral binding and one electronic copy in Adobe Portable Document Format (pdf) to the SHPO and one copy of the draft report to each Signatory and CP in a mutually agreeable format. If no comments are received by GSA within the 30 calendar days comment period, the GSA may assume that the non-responding party has no comments. GSA shall ensure that all comments on the draft technical report received in a timely manner are considered in preparation of the final technical report. Once GSA has approved the final report, GSA shall submit two hard copies bound in a plastic spiral binding and one (1) electronic copy in Adobe® Portable Document Format (.pdf) to the SHPO and one copy of that document to the Signatories and each of the CPs in a mutually-agreeable format.
5. The SHPO, Signatories and other CPs agree to provide their comments on all requests for review of archaeological reports and treatment plans to GSA within 30 calendar days. If no comments are received from the SHPO, Signatories or other CPs within 30 calendar days of confirmed receipt, GSA may assume that the non-responding party has no comments. If all parties concur with the recommendations for that phase, GSA may proceed with the next step in the process for that phase. If the SHPO, Signatories and CPs do not concur with GSA's recommendations for that phase, the parties shall consult further to resolve the issues following the provisions for dispute resolution in Stipulation XII, (Dispute Resolution) of this document.

## B. Curation of Artifacts and Associated Records.

1. GSA Ownership: GSA owns and is responsible for permanent curation of the artifacts and associated records from NRHP eligible or listed archeological resources recovered during DOS's occupation of NFATC in accordance with 36 CFR Part 79, "Curation of Federally Owned and Administered Archaeological Collections."
2. Within thirty (30) calendar days of the GSA's approval of the final technical report for the specific archaeological project, GSA shall deposit all archeological materials and appropriate field and research notes, maps, drawing and photographic records collected as a result of archeological investigations arising from this PA (with the exception of human skeletal remains and associated funerary objects) for permanent curation in a repository, which meets the requirements in 36 CFR Part 79. In the event that GSA chooses not to accept the materials, GSA will consult with the SHPO to locate another repository meeting the requirements in 36 CFR Part 79. All such items shall be made available to educational institutions and individual scholars for appropriate exhibit and/or research under the operating policies of the selected repository.

## C. Unanticipated Archaeological Discoveries.

GSA shall ensure that all construction documents include the following provisions:

1. If previously unidentified historic properties or unanticipated effects to historic properties are discovered during project implementation, GSA shall immediately halt all activity within a one 100 foot radius of the discovery, and implement interim measures to protect the discovery from looting and vandalism.
2. Immediately upon receipt of the notification required in Stipulation VI.C.1 of this document, GSA shall
  - a. inspect the construction site to determine the extent of the discovery and ensure that construction activities have halted;
  - b. clearly mark the area of the discovery;
  - c. implement additional measures, as appropriate, to protect the discovery from looting and vandalism; and

- d. have a professional archeologist inspect the construction site to determine the extent of the discovery and provide recommendations regarding its National Register eligibility and treatment; and
  - e. notify the SHPO of the discovery describing the measures that have been implemented to comply with Stipulations VI.C.1 and C.2 of this document.
3. Within five business day (not including federal holidays) of receipt of the notification described in Stipulation VI.C.2 (e) of this document, GSA shall provide the SHPO with its assessment of the National Register eligibility of the discovery and the measures it proposes to take to resolve adverse effects. In making its official evaluation, GSA in consultation with the SHPO, may assume the discovery to be National Register eligible for the purposes of Section 106 pursuant to 36 CFR Part 800.13(c). The SHPO shall respond within forty-eight (48) hours of receipt.
  4. GSA, which shall take into account the SHPOs' recommendations on eligibility and treatment of the discovery, shall ensure that appropriate actions are carried out and provide the SHPO with a report on these actions when they have been implemented.
  5. Construction activities may proceed in the area of the discovery when GSA has determined that implementation of the actions undertaken to address the discovery pursuant to Stipulation VI.C are complete.

#### D. Human Remains

1. GSA shall make all reasonable efforts to avoid disturbing gravesites, including those containing Native American human remains and associated funerary artifacts. The GSA shall treat all human remains in a manner consistent with the ACHP's "Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects" (February 23, 2007; <http://www.achp.gov/docs/hrpolicy0207.pdf>) or ACHP policy in effect at the time remains and funerary artifacts are handled.
  - a. If the remains are determined to be of Native American origin, the GSA shall comply with the provisions of the Native American

Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. §3001 et seq.). If the remains appear to be of recent origin, the GSA will notify appropriate law enforcement officials. If the remains appear to be of historic, but not Native American, origin, GSA will consult with the SHPO, Signatories and other CPs on appropriate treatment.

- b. GSA shall use reasonable efforts to ensure that the general public is excluded from viewing any burial site or associated funerary artifacts. The SHPO, Signatories and CPs to this PA shall release no photographs of any burial site or associated funerary artifacts to the press or general public.

## **VII. Unanticipated Adverse Effects to Architectural Resources**

An unanticipated adverse effect is accidental damage or destruction of a National Register-eligible resource. Should any National Register-eligible resource be subject to unanticipated adverse effects, work shall cease in the immediate vicinity, and GSA shall immediately notify the SHPO, Signatories, and Concurring Party within one business day of its learning of such unanticipated adverse effects. GSA shall thereafter enter into consultation with the SHPO, Signatories and Concurring Party to resolve adverse effects per 36 C.F.R. § 800.6(b).

## **VIII. Mitigation**

Depending upon the specifics of the adverse effect finding, with regard to location, design, setting, materials, workmanship, feeling, or association, GSA will consult on mitigation measures that may include, but not be limited to the following items:

- A. Evaluation of the historic district boundary, to include a cultural resource study and historic landscape report, and possible submission to the National Register if deemed appropriate by the SHPO. This evaluation shall separately include an historical report discussing and describing the physical and contextual history of the Arlington Hall National Register District, its current and past landscape character and use, its overall condition, and any landscape features, including structures, pathways, or garden features, and their condition(s). The historical report shall be written and organized in a format utilizing the National Park Service's guidance found in "Historic American Landscape Survey Guidelines for Historical Reports" (Robinson, Vernon, Laviorie; Revised July 2005).

- B. Interpretative signage, in locations to be determined in consultation, will address the history of the Arlington Hall National Register District. Within the period of this PA, GSA shall provide to the SHPO, Signatories and other CPs a draft design, proposed location, and text for an interpretive display for review and comment pursuant to Stipulation III, (Project Design Review). The interpretive display shall include appropriate signage bearing text and graphics interpreting the natural and cultural history of the Arlington Hall National Register District. GSA shall be responsible for fabricating and installing the approved interpretive signage. The review and comment period, as well as the factors to be considered, which may include, but are not limited to design, placement, and text, will be similar regarding signage on or off the perimeter of the property.
- C. Archaeological mitigation may include data recovery as well as public interpretation as noted below.
  - 1. In the event of a data recovery, GSA and DOS shall consult with SHPO, Signatories and other CPs to determine the specific interpretive measures to be undertaken once data recovery is completed. GSA and DOS shall adopt Interim Measures and Post-Completion Measures that address the evolution of the NFATC site as a comprehensive interpretive theme.
  - 2. In developing Post-Completion Measures, GSA and DOS shall consider a variety of media to reach multiple audiences to be reviewed by SHPO, Signatories and CPs.

## **IX. Emergency Situations**

### Emergency Actions

- A. 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, tribal government, or the governor of the state, or other immediate threats to life or property. Emergency actions under this Agreement are only those implemented within 30 days from the initiation of the emergency situation.
- B. If the emergency action has the potential to affect historic properties, GSA shall notify the SHPO, Signatories, and other CPs as appropriate prior to the emergency action, when feasible. As part of the notification, GSA shall provide a plan to address the emergency. The SHPO, Signatories, and CPs

shall have 7 calendar days to review and comment on the plan to address the emergency. If the SHPO, Signatories, or CPs do not comment or object to the plan within the review period, GSA may implement the proposed plan. If the SHPO, Signatory, or a CPs objects to the plan, then they will notify GSA, the Signatories, and other CPs 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, Signatories, and other CPs 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 XII, (Dispute Resolution).

- C. If GSA is unable to consult with the SHPO, Signatories, and CPs prior to carrying out emergency actions, GSA shall notify the SHPO, Signatories, and CPs as appropriate 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, Signatories, and other CPs shall have 7 days to review and comment on the proposal where further action is required to address the emergency. If the SHPO, a Signatory, or a Consulting Party do not object to the plan within the review period, GSA may implement the further action. If the SHPO, a Signatory, or a Consulting Party objects to the plan, then they will notify GSA and the other CPs 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, Signatories, and CPs 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.
- D. Where possible, GSA shall ensure that such emergency actions shall be undertaken in a manner that does not foreclose future preservation or restoration of historic properties. Where such emergency actions may affect historic buildings, they shall be undertaken in a manner that is consistent with the Secretary's Treatment Standards. In addition, where possible, GSA shall ensure that such actions shall be done with on-site monitoring in accordance with Stipulation I.B. (General Requirements, Qualifications).

E. Where the SHPO, a Signatory, or a CPs has reason to believe that a historic property may be adversely affected by an emergency action, the party shall submit a request to review and comment on that action.

F. Immediate rescue and salvage operations conducted to preserve life or property are exempt from these and all other provisions of this Agreement.

## **STANDARD CLAUSES**

### **X. DURATION**

This PA will expire if its terms are not carried out within 10 years the date of its execution. Prior to such time, GSA may consult with the SHPO, and Signatories to reconsider the terms of the PA and amend it in accordance with Stipulation XIII below.

### **XI. MONITORING AND REPORTING**

Each year following the execution of this PA until it expires or is terminated, GSA shall provide all parties to this PA a summary report detailing work undertaken pursuant to its terms. Such report shall 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.

### **XII. DISPUTE RESOLUTION**

Should Consulting Party to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, GSA shall consult with such party to resolve the objection. If GSA determines that such objection cannot be resolved, GSA will:

1. Forward all documentation relevant to the dispute, including GSA's proposed resolution, to the ACHP. The ACHP shall provide GSA with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, GSA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, and provide them with a copy of this written response. GSA will then proceed according to its final decision.
  - A. If the ACHP does not provide its advice regarding the dispute within the 30 day time period, GSA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, GSA shall



prepare a written response that takes into account any timely comments regarding the dispute from the CPs to the PA, and provide them and the ACHP with a copy of such written response.

- B. At any time during implementation of the measures stipulated in this PA, should an objection pertaining to this PA or the effect of the Undertaking on historic properties be raised by a member of the public, GSA shall notify the CPs, and take the objection into consideration.
- C. GSA's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

### **XIII. AMENDMENTS**

This PA may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all of the Signatories is filed with ACHP.

### **XIV. TERMINATION**

If any Signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation XIII, above. If within 30 calendar days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the PA upon written notification to the other Signatories.

Once the PA is terminated, and prior to work continuing on the Undertaking, GSA must either (a) execute a PA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of ACHP under 36 CFR § 800.7. GSA shall notify the Signatories as to the course of action it will pursue.

### **XV. ANTI-DEFICIENCY ACT**

GSA's 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. GSA 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 GSA's ability to implement the stipulations of this agreement, GSA shall consult in accordance with the amendment and termination procedures found at Stipulations XIII and IX of this agreement.

### **XVI. COMMUNICATIONS AND CONSULTING PARTIES**

Electronic mail (email) will serve as the official correspondence method for all

communications regarding this Agreement and its provisions. For a list of contacts and email addresses (Appendix 10). Contact information may be updated as needed without an amendment to this PA. It is the responsibility of each Consulting Party to immediately inform GSA of any change in name, address, email address, or phone number of any point-of-contact. GSA will forward this information to all CPs by email. GSA will consider written requests to participate as a Consulting Party by parties not previously identified, pursuant to 36 C.F.R § 800.2(c)(5).

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

(INDIVIDUAL SIGNATURE PAGES FOLLOW ON SUCCEEDING PAGES)

PROGRAMMATIC AGREEMENT  
AMONG  
THE U. S. GENERAL SERVICES ADMINISTRATION  
THE U. S. DEPARTMENT OF STATE  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
IMPLEMENTATION OF THE REVISED MASTER PLAN FOR THE  
CONSOLIDATION OF THE FOREIGN SERVICE INSTITUTE  
AT THE  
GEORGE P. SHULTZ NATIONAL FOREIGN AFFAIRS TRAINING CENTER,  
ARLINGTON, VIRGINIA

FOR THE U.S. GENERAL SERVICES ADMINISTRATION

By: 

Mary D. Gibert  
Regional Commissioner  
Public Buildings Service  
National Capital Region

Date: 5.22.17

PROGRAMMATIC AGREEMENT  
AMONG  
THE U. S. GENERAL SERVICES ADMINISTRATION  
THE U. S. DEPARTMENT OF STATE  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
IMPLEMENTATION OF THE REVISED MASTER PLAN FOR THE  
CONSOLIDATION OF THE FOREIGN SERVICE INSTITUTE  
AT THE  
GEORGE P. SHULTZ NATIONAL FOREIGN AFFAIRS TRAINING CENTER,  
ARLINGTON, VIRGINIA

FOR THE U.S. GENERAL SERVICES ADMINISTRATION

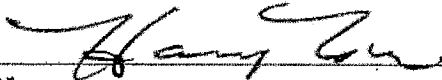
By: 

Date: 5/18/2017

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


PROGRAMMATIC AGREEMENT  
AMONG  
THE U. S. GENERAL SERVICES ADMINISTRATION  
THE U. S. DEPARTMENT OF STATE  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
IMPLEMENTATION OF THE REVISED MASTER PLAN FOR THE  
CONSOLIDATION OF THE FOREIGN SERVICE INSTITUTE  
AT THE  
GEORGE P. SHULTZ NATIONAL FOREIGN AFFAIRS TRAINING CENTER,  
ARLINGTON, VIRGINIA

FOR THE U.S. DEPARTMENT OF STATE

By:  Date: 5/25/2007  
Harry Mahar  
Deputy Assistant Secretary  
Office of Operations  
U.S. Department of State

PROGRAMMATIC AGREEMENT  
AMONG  
THE U. S. GENERAL SERVICES ADMINISTRATION  
THE U. S. DEPARTMENT OF STATE  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
IMPLEMENTATION OF THE REVISED MASTER PLAN FOR THE  
CONSOLIDATION OF THE FOREIGN SERVICE INSTITUTE  
AT THE  
GEORGE P. SHULTZ NATIONAL FOREIGN AFFAIRS TRAINING CENTER,  
ARLINGTON, VIRGINIA

FOR THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE

By:   
Julie V. Langan  
Director, Virginia Department of Historic Resources  
State Historic Preservation Officer.

Date: 5/18/17

PROGRAMMATIC AGREEMENT  
AMONG  
THE U. S. GENERAL SERVICES ADMINISTRATION  
THE U. S. DEPARTMENT OF STATE  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
IMPLEMENTATION OF THE REVISED MASTER PLAN FOR THE  
CONSOLIDATION OF THE FOREIGN SERVICE INSTITUTE  
AT THE  
GEORGE P. SHULTZ NATIONAL FOREIGN AFFAIRS TRAINING CENTER,  
ARLINGTON, VIRGINIA

CONCURRING:

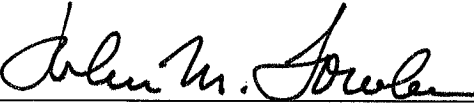
FOR ARLINGTON COUNTY, VIRGINIA

By: Mark Schwartz Date: May 25 2017

Mark Schwartz,  
County Manager

PROGRAMMATIC AGREEMENT  
AMONG  
THE U. S. GENERAL SERVICES ADMINISTRATION  
THE U. S. DEPARTMENT OF STATE  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
IMPLEMENTATION OF THE REVISED MASTER PLAN FOR THE  
CONSOLIDATION OF THE FOREIGN SERVICE INSTITUTE  
AT THE  
GEORGE P. SHULTZ NATIONAL FOREIGN AFFAIRS TRAINING CENTER,  
ARLINGTON, VIRGINIA

FOR THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:  Date: 5/30/17  
John M. Fowler  
Executive Director