

Memorandum of Agreement
By and Among
the National Capital Planning Commission,
the District of Columbia State Historic Preservation Officer,
and the Advisory Council on Historic Preservation
Regarding
the Construction and Operation of the Washington Convention Center
at the Mount Vernon Square/Shaw Site

WHEREAS, the Comprehensive Plan for the National Capital, District of Columbia Elements, as adopted by the District of Columbia Council (D.C. Council) and reviewed by the National Capital Planning Commission (NCPC), was amended on November 3, 1994 to provide for the development of a convention center facility on a site bounded by Mount Vernon Place, N.W., on the south, 7th Street, N.W., on the east, 9th Street, N.W., on the west and N Street, N.W., on the north but excluding the eastern half of the block bounded by M Street, N.W., on the south, 7th Street, N.W., on the east, 8th Street, N.W., on the west and N Street, N.W., on the north (Mount Vernon Square/Shaw site); and,

WHEREAS, the Downtown and Shaw School Urban Renewal Plans may not be inconsistent with the Comprehensive Plan; and,

WHEREAS, the District of Columbia Department of Housing and Community Development (DHCD) and the Washington Convention Center Authority (WCCA) have requested that NCPC modify the Downtown and Shaw School Urban Renewal Plans and provide preliminary and final approval of site and buildings plans (dated April 28, 1997 and revised on June 19, 1997) for the construction and operation of a convention center at the Mount Vernon Square/Shaw site (Project) pursuant to the authority granted to NCPC in accordance with D.C. Code Sections 5-811(1994), 5-432(1994), and 1-2004(c)(1992); and,

WHEREAS, NCPC has determined that its approval of the modification of the Downtown and Shaw School Urban Renewal Plans and the preliminary and final approval of site and building plans for the Project is an undertaking which will have an adverse effect on properties eligible for, or listed in, the National Register of Historic Places (National Register) and the District of Columbia State Historic Preservation Officer (SHPO) has concurred with this determination; and,

WHEREAS, one of the properties that would be adversely affected is the L'Enfant Plan of the City of Washington which is listed in the National Register and which has been nominated as a National Historic Landmark by the National Park Service; and,

WHEREAS, NCPC has consulted with the SHPO and the Advisory Council on Historic Preservation (Advisory Council) pursuant to Section 106 of the National Historic Preservation Act of 1966 (NHPA), as amended (16 U.S.C. 470f) and Section 110(f) of the NHPA (16 U.S.C. 470h-2(f)) and the Council's implementing regulations ("Protection of Historic Properties," 36 CFR Part 800); and,

WHEREAS, WCCA, in accordance with the authorities granted in accordance with the Washington Convention Center Authority Act of 1994 (Section 9-801 et. seq. D.C. Code) and as the applicant for NCPC's approval of the Project, and the Government of the District of Columbia (District) have participated in consultation and have been invited to concur in this Memorandum of Agreement (MOA); and,

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WHEREAS, the D.C. Preservation League, the Washington Chapters of the American Institute of Architects and the American Planning Association, the Committee of 100 on the Federal City, the National Trust for Historic Preservation, the Blagden Alley Association, the Square 368 Association, the Ninth Street Business Association, the 9th and L Business Association, the Mount Vernon Business Alliance, Inc., the Greater Shaw Consensus Group, the Advisory Neighborhood Commissions 2C and 2F, owners of affected properties and other interested persons and organizations have participated in consultation; and,

WHEREAS, nothing in this agreement or any attachment shall be deemed to release, change, or modify the obligations of any party set forth in the Memorandum of Agreement regarding the District of Columbia arena project (MCI Center) executed by the consulting and interested parties in September 1995;

WHEREAS, this MOA will be subject to the review and approval of the District of Columbia Financial Responsibility and Management Assistance Authority (D.C. Control Board) pursuant to the authority granted to the D.C. Control Board in accordance with D.C. Code Section 46-392.3;

NOW THEREFORE, the NCPC, the SHPO, and the Advisory Council agree that the construction and operation of the Project shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The NCPC will ensure that the following measures are carried out:

I. Washington Convention Center Historic Preservation Committee

- A. WCCA, in consultation with the consulting parties, shall create, chair and provide technical, administrative and financial support for the operation of a Washington Convention Center Historic Preservation Committee (Historic Preservation Committee).
- B. The Historic Preservation Committee will:
 1. Establish the goals, criteria, program guidelines (including duration), administrative procedures, and funding distribution for the disposition of \$1,000,000 that will be provided by WCCA for the following categories of activities:
 - a. exterior improvements to historic properties (defined as properties either listed in or determined eligible for the National Register in the *Historic Resources Report* dated December 1996) consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* accomplished through either loans or grants;

Where the National Register-eligible property is a potential historic district, this definition applies to contributing buildings within the district boundaries (as defined in the Historic Resources Report or in a subsequent designation by the Historic Preservation Review Board (HPRB)).

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- b. landscape or other physical improvements to public spaces, including streetscapes located within the Area of Potential Effects (APE), not including those items funded under III.A and III.B, in an amount not to exceed \$250,000; and,
 - c. administrative costs directly related to the above activities.
 2. Identify and select an entity or entities that will administer the funds for the purposes established in I.B.1.a. The criteria used by the Historic Preservation Committee for identifying and selecting the entity that would administer these funds are as follows:
 - a. the entity should be an existing organization, certified as a non-profit 501(c)(3) organization as of the date of NCPC approval of preliminary site and building plans;
 - b. the entity should have historic preservation included as one of its purposes in its articles of incorporation;
 - c. the entity should have an existing presence in D.C., as of the date of NCPC approval of preliminary site and building plans; and,
 - d. the entity should have the organizational capacity to administer the fund (not necessarily with existing staff).
 3. Determine the appropriate amount of the \$1,000,000 that can be utilized for the administrative costs identified in I.B.1.c.
 4. Establish guidelines for the return by the entity or entities to WCCA of any funds or balance remaining upon completion of the measures and or programs conducted in accordance with I.B.1.
 5. Identify the contracting agency for design and implementation of any streetscape improvements proposed in accordance with I.B.1.b. Contracting for such streetscape improvements will be through WCCA, the D.C. Department of Public Works (DPW), or another appropriate and qualified entity.
 6. Ensure that any streetscape or landscape improvements proposed in accordance with I.B.1.b are submitted to the SHPO and NCPC for review and approval.
- C. WCCA will create and schedule the first meeting of the Historic Preservation Committee within three months after NCPC approval of preliminary site and building plans for the Project. Prior to the creation of the committee, WCCA will submit to the NCPC and SHPO for approval a list of the agencies, groups and organizations that will be invited to be represented and serve on the Historic Preservation Committee. In addition to WCCA, the list of parties that will be invited to participate in the committee will include:
 1. three (3) government agencies, which shall include the SHPO and at least one District government agency;

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2. three (3) groups or organizations with expertise in historic preservation, architecture, planning, or landscape architecture, which may include the D.C. Preservation League, the National Trust for Historic Preservation and another group/organization; and,
3. six (6) community groups or organizations, which shall include Advisory Neighborhood Commission 2C, Advisory Neighborhood Commission 2F, and four (4) other groups/organizations identified by WCCA in consultation with the Advisory Neighborhood Councils.

Should any of these agencies, groups and organizations decline to serve on the Committee, WCCA will submit to the NCPC and SHPO for approval the alternate parties that it recommends be invited to serve on the Historic Preservation Committee. As a condition of participation in the Historic Preservation Committee, WCCA will require all committee members to abide by applicable conflict of interest standards.

- D. WCCA will disperse funds to the entity or entities identified by the Historic Preservation Committee in I.B.2. As a condition of dispersal of the funds to the entity or entities, WCCA will require the following:
1. The entity must comply with the goals, criteria and guidelines established by the Historic Preservation Committee for the use and return of the funds in accordance with I.B.
 2. The entity must develop a financial management system that assures compliance with all public policy mandates and requirements of Generally Accepted Accounting Principles.
 3. The entity's accounting and financial management practices and their related policies must be structured around the requirements as set forth by the Office of Management and Budget (OMB). The specific OMB circulars are: OMB A-110 "Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," OMB A-122 "Cost Principles for Nonprofit Organizations" - and OMB A-133 "Audits of States, Local Governments, and Non-Profit Institutions" (revised June 1997) if applicable.
 4. The entity must submit quarterly reports to WCCA that at a minimum will document their use and dispersal of the funds.
- E. WCCA will dissolve the Historic Preservation Committee no later than three years after issuance of the final Certificate of Occupancy for full beneficial use of the building as a convention center (Certificate of Occupancy) by the D. C. Department of Consumer and Regulatory Affairs (DCRA). Before dissolution, the Committee, in conjunction with WCCA, shall make provisions for the completion of any outstanding Committee activity.

II. D.C. Landmark/National Register Documentation and L'Enfant Plan Street Closing Procedures

- A. The WCCA shall provide \$88,324 to the D.C. Preservation League (League) for the sole purpose of enabling the League to contract for the preparation, filing and processing of applications for listing in the D.C. Inventory of Historic Sites and nominations to the National Register for resources identified in Appendix A to this MOA in accordance with the scope of work prepared by the League dated May 15, 1997, as amended.
- B. WCCA will provide the League with the funds identified in II.A within four (4) weeks after NCPC approval of preliminary site and building plans for the Project. As a condition of release of the funds to the League, WCCA will require the following:
1. The League must agree to proceed diligently and expeditiously with the preparation, filing and processing of the applications and nominations consistent with applicable D.C. laws and procedures, and with specific plans for outreach to neighborhoods included in the study area generally outlined on Figure 5-1 (page 5-3) in the Historic Resources Report.
 2. The League must develop a financial management system that assures compliance with all public policy mandates and requirements of Generally Accepted Accounting Principles.
 3. The League's accounting and financial management practices and their related policies must be structured around the requirements as set forth by the Office of Management and Budget (OMB). The specific OMB circulars are: OMB A-110 "Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," OMB A-122 "Cost Principles for Nonprofit Organizations" and OMB A-133 "Audits of States, Local Governments, and Non-Profit Institutions" (revised June 1997) if applicable.
 4. The League must submit quarterly reports to WCCA and the SHPO that at a minimum will document their use and dispersal of the funds.
 5. In the event the League is unable to use the funds or any portion thereof for the purposes specified above, the funds will be returned to WCCA.
- C. The SHPO will proceed diligently and expeditiously with the processing of the applications and nominations prepared and filed in accordance with II.A consistent with applicable D.C. laws and procedures.
- D. Within 6 months after NCPC approval of preliminary site and building plans for the Project, the District will draft and support the execution and adoption of an interagency agreement between the Office of the Surveyor and the Historic Preservation Division that will establish written procedures by which proposed L'Enfant Plan street closings will be referred to the HPRB for review under Section 7-422(4) of the D.C. Code (1981 Edition).

III. Streetscape and other Physical Improvements**A. WCCA will implement the following streetscape improvements in the Project area:**

1. As part of the proposed project, WCCA will provide streetscape improvements along the following streets:
 - a. the north side of Mount Vernon Place between 7th and 9th Streets, N.W.;
 - b. the south side of N Street between 7th and 9th Streets, N.W.;
 - c. both sides of 9th Street, N.W. between Mount Vernon Place and N Street, N.W.; and,
 - d. the west side of 7th Street between Mount Vernon Place and M Street, N.W.
2. The WCCA will provide streetscape improvements, in addition to those originally proposed as part of the Project along the following streets:
 - a. the south side of Mount Vernon Place between 7th and 9th Streets, N.W.;
 - b. the north side of N Street between 7th and 9th Streets, N.W.;
 - c. the east side of 7th Street between Mount Vernon Place and N Street, N.W.; and,
 - d. the west side of 7th Street between M and N Streets, N.W.
3. The final designs for these streetscape improvements, which will be consistent with D.C. Department of Public Works (DPW) standards, will be submitted to NCPC for review and approval; the streetscape improvements will include: paving, lighting, street trees, trash receptacles, and signage. The streetscape improvements shall be substantially complete by the date of the issuance of the Certificate of Occupancy.

- B.** The WCCA, after consultation with community groups, will expend up to \$1 million on landscape improvements to Mount Vernon Square, possibly including improvements to several small parcels of Federal property that consist of ten Federal reservations located within or adjacent to the APE (Reservations 68, 69, 69A, 70, 71, 175, 176, 177, 177A, and 178). The landscape improvements may include repaving of sidewalks and other walkways, provision of trees, and other physical improvements to the grounds. WCCA, after consultation with community groups, will enter into an agreement with the National Park Service (NPS) regarding the exact nature and extent of the improvements. The design of the landscape improvements will be submitted for approval to NPS and NCPC, and will be submitted for review to the SHPO. The landscape improvements will be substantially complete by the date of issuance of the Certificate of Occupancy. The District and WCCA, after consultation with affected community groups will develop a

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plan in conjunction with the NPS to address long-term maintenance of the landscaping. The maintenance plan will be prepared by the date of issuance of the Certificate of Occupancy.

- C. The WCCA will expend up to \$1 million on external cleaning and roof repair, as necessary, of the Central Public Library. The proposed improvements will be submitted for required regulatory reviews, including review by the SHPO. These improvements will be substantially complete by the date of issuance of the Certificate of Occupancy.

IV. Transportation Management Plan

WCCA and DPW have jointly prepared and agreed to implement the recommendations in the Transportation Management Plan (TMP) dated April 28, 1997 that addresses traffic management in the area of the Project.

V. Alternative Truck Access

As part of a comprehensive downtown D.C. transportation planning initiative, a prefeasibility study is presently underway through the Federal Highway Administration and the DPW assessing the feasibility and potential funding of a below-grade parking and Intermodal Transportation Center (ITC) in the area bounded by New York and Massachusetts Avenues, I-395 and 6th Street, N.W. Potentially, the ITC could provide below-grade access by way of a tunnel to sites within the area of the Project, including the convention center. WCCA will prepare an alternative concept design for retrofitting the space within the convention center to provide a means of allowing for potential access at the southern end of the below-grade 9th Street loading area. The alternative concept design will be prepared within three (3) months after NCPC approval of preliminary site and building plans.

VI. Retail Study

WCCA will hire a consultant to conduct a Retail Study in accordance with the scope of services that was reviewed and revised in response to comments by the WCCA Advisory Committee and representatives of the consulting parties. The intent of the Retail Study, as presented in the scope of services, is to identify new retail opportunities for the proposed convention center that will meet the needs of convention attendees and neighborhood residents, provide a user-friendly environment for both the convention attendees and the neighborhood residents, promote further retail development in the area, and increase business opportunities for the neighborhood. WCCA will consult with the Economic Development Subcommittee of the WCCA Advisory Committee and with representatives of the Mount Vernon Square/Shaw neighborhood during the preparation of the Retail Study. WCCA will invite NCPC and representatives of the Mount Vernon Square/Shaw neighborhood to participate in the Economic Development Subcommittee meetings that address the Retail Study. The Retail Study will be completed by November 1, 1997. Upon completion of the Retail Study, WCCA will submit the study to NCPC and the consulting parties. WCCA will implement, consistent with the programmatic needs of the convention center, the findings of the Retail Study in finalizing the design of the Project.

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- A. If a Business Improvement District (BID) is formed in the community by those local businesses and property owners authorized to do so, WCCA will participate in the BID to the extent legally possible, including contributing in-kind services.
- B. The District will provide financial assistance for the initial establishment of a potential future BID if one is formed by local businesses and property owners; the District will not contribute to the on-going operations of such a BID.

VIII. Phase III Archaeology Data Recovery

WCCA will conduct Phase III archaeological data recovery on the Mount Vernon Square/Shaw site as follows:

- A. WCCA will complete a Phase III archaeological data recovery plan for the treatment of eligible archeological resources located on Square 426, in accordance with the approved "Scope of Services, Phase III Archaeological Data Recovery for the Proposed Washington Convention Center," prepared by Parsons Engineering Science and dated February 17, 1997 ("Scope of Services").
- B. WCCA will ensure that the data recovery plan is implemented in a manner consistent with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 Fed. Reg. 44734) and takes into account the Council's publication entitled Treatment of Archaeological Properties- A Handbook (draft, 1980).
- C. WCCA will ensure that all documents prepared to satisfy the terms of this MOA are responsive to contemporary professional standards for archaeology and the Secretary of the Interior's Format Standards for Final Reports of Data Recovery Programs (42 Fed. Reg. 5377).
- D. WCCA will ensure that a draft report describing all activities carried out pursuant to the implementation of the data recovery plan is submitted to NCPC, the SHPO, and the Advisory Council for their review and acceptance. NCPC, the SHPO and the Advisory Council will have thirty (30) days after receipt of the draft report to review and provide written comments on the report.
- E. WCCA will ensure that all final archaeological reports resulting from the implementation of the approved Phase III data recovery plan are provided to NCPC, the SHPO, the Advisory Council, and to the National Park Service's Archaeological Assistance Division for inclusion in the National Archaeological Database. The Scope of Services states that a Draft Report will be submitted with ten months of completion of Phase III fieldwork.
- F. In the event that during implementation of the data recovery plan, an unanticipated archaeological resource is discovered, the WCCA will immediately consult with the SHPO to determine if the data recovery plan needs to be modified to address this resource. If necessary, the WCCA, in consultation with the SHPO and NCPC, will revise the data recovery plan accordingly.

IX. Community Development Fund

Subject to approval by the D.C. Council, WCCA intends to provide funds to a local community group for long-term community development projects, which could include homeownership assistance, small business assistance, and job training. The funds will be provided to the local community group and administered by that group under the terms of a separate agreement not incorporated in this MOA.

X. Demolition Moratorium

- A. WCCA will draft emergency, temporary, and permanent legislation providing for a temporary moratorium on demolition of properties determined eligible for the National Register through this Section 106 review[†] until the properties are protected under the relevant provisions of D.C. Law 2-144 (for individual properties, an application for landmark status is filed with the Historic Preservation Review Board, and for districts, the SHPO has issued a written determination to nominate that district to the National Register). WCCA will submit this legislation to the D.C. Council for approval, together with the actions on the Project related to street and alley closing and Urban Renewal Plan modifications.
- B. The Chair of the D.C. Council will introduce the legislation described in X.A above for action by the D.C. Council.
- C. In the event that emergency legislation is not obtained pursuant to X.A and X.B above, the consulting parties will reconvene within 30 days of the final action on this proposal by the D.C. Council to consider alternative means of achieving the moratorium.

XI. Marshaling Yard

WCCA will establish and open a truck marshaling yard prior to the issuance of the Certificate of Occupancy. WCCA intends that the marshaling yard site will be approximately 7 to 9 acres in size and located within 15 minutes of the Project along a major arterial providing truck access to D.C., preferably via New York Avenue. WCCA and the mandatory signatories to this MOA agree that the marshaling yard is a related action to the Project. Upon identification of the proposed marshaling yard site, WCCA will submit the site to NCPC for determination of NEPA and NHPA applicability and will provide NCPC with appropriate and timely information to make the determination of NEPA and NHPA applicability. WCCA will comply with NCPC's determination of the required NEPA or NHPA review.

[†] *Properties determined eligible for the National Register through this Section 106 review are documented in the Historic Resources Report (December 1996). Where the National Register-eligible property is a potential historic district, the support for a temporary moratorium on demolition will apply only to buildings within the potential district boundaries (as defined in the Historic Resources Report) that are at least 50 years old.*

XII. Street Reopening under the Proposed Convention Center

- A. WCCA and the District will enter into the Land Records of the District of Columbia, a covenant substantially in accordance with the draft covenant attached as Appendix B, which will run with the land and which requires that at such time as the proposed convention center in its original configuration has outlived its useful life as a convention center the sections of the streets previously closed in order to build the project will be reopened under the terms set forth below and title to the rights of way of those streets which have been closed in order to build the convention center will revert to the United States. The determination of whether the building has outlived its usefulness as a convention center will be made pursuant to a procedure set out in section (2) below. Said covenant will be executed and entered into the Land Records within ninety (90) days of the legal recordation of closure of said streets in the Office of the Surveyor of D.C.
- B. The determination of whether the proposed convention center has outlived its usefulness as a convention center will be made by the Chairperson of WCCA (Chairperson), based on the recommendations of a Committee which will include, at a minimum, representatives of WCCA, the District, NCPC and the D.C. SHPO. That determination, which must be made within thirty (30) years after the opening of the proposed convention center, and reviewed at least every two years until a determination that the useful life as a convention center has been exhausted, shall provide an opportunity for public input and be based on criteria which should include, inter alia, consideration of the economic viability of the convention center, the physical condition of the facility, its ability to attract appropriate business and, the goals of the Comprehensive Plan for the National Capital.
- C. If the Chairperson determines that the convention center has outlived its useful life as a convention center, within two (2) years of that determination, WCCA will demolish the convention center and cause to have restored the rights-of-way of those sections of 8th, L, and M Streets, N.W., that were closed for the convention center. Those rights-of-way should be restored in a way as to physically and visually reinstate the closed street sections as generally established pursuant to the L'Enfant Plan and such restoration shall be subject to the approval of NCPC.
- D. If the WCCA or the District believes that the convention center building in its original configuration may be devoted to a successor beneficial use, it may request approval from NCPC to retain the building in that original configuration, including NCPC review of the continued closure of the L'Enfant Streets. Such NCPC approval for continued closure must be obtained pursuant to the same process which was required to construct the convention center in its original configuration. It is understood by all the signatories to this MOA that the closure of these streets is not grandfathered for any use other than the proposed convention center in its approved configuration.

XIII. Neighborhood Planning Study

The District will expand the scope of work of the proposed Downtown Action Plan to address neighborhood planning and preservation issues related to the effect of the Project on the community surrounding the Mount Vernon Square/Shaw site. The additional scope items to be addressed in the Downtown Action Plan are described in Appendix C to this MOA.

XIV. Assistance to Area Businesses

Subject to approval by the requisite approving authorities, the District, through the DHCD will make available grants up to \$20,000 each from Community Development Block Grant funds to assist the existing businesses along 9th Street, N.W., between Mount Vernon Place and O Street, N.W., and 7th Street, N.W., between Mount Vernon Place and N Street, N.W., and along the north side of N Street between 7th and 9th Streets, N.W., during construction of the Project. Any exterior rehabilitation of historic properties conducted with these funds will be required to undergo review by the SHPO for consistency with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

XV. Design Mitigation**A. Design Goals and Objectives**

1. WCCA aims to provide a functionally efficient, marketable facility meeting a building program which will afford Washington, D.C. the opportunity to reclaim its position of national prominence in the meeting and convention industry. The facility will be a significant civic structure of the nation's capital. Within this context, WCCA's design goals for the Project are:
 - a. to establish in a significant civic place, urban design and architecture of the appropriate dignity and quality demanded by the prominence of the facility and its site;
 - b. to maintain a warmth and sense of welcome representative of the city's hospitality to visitors;
 - c. to integrate the resulting building into the surrounding neighborhood, creating a facility which is as friendly to its neighbors as it is to visitors.
2. The concept design for the project is shown in plans dated April 28, 1997 and revised on June 19, 1997, and includes the following major components:
 - a. primary entrance, lobbies, orientation, meeting rooms, and ballroom in the blocks fronting on Mount Vernon Square;
 - b. a continuous exhibition hall across the entire site approximately 50 feet below grade;
 - c. continuous exhibition halls on the second floor from L to N Streets, spanning over M Street, and with vaulted roofs centered on the 8th Street axis;
 - d. a central concourse along the 8th Street axis providing primary circulation from the main entrance north across L Street;
 - e. a public lobby, primarily transparent in treatment, bridging L Street and leaving L Street open for public use;

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- f. meeting rooms and commercial space located at street level, with retail and community space along 9th Street, N Street, and 7th Street;
 - g. a concourse along 9th Street connecting to lobbies and exhibit halls;
 - h. truck loading facilities below 9th Street, and adjacent to the upper exhibit halls along 7th and N Streets; and,
 - i. vehicular entrances along M Street.
3. The concept design for the project also includes the following architectural treatments:
- a. a primary entrance facade along Mount Vernon Place, about 20 feet north of the existing building line, with a symmetrically curved facade rising above an orthogonal base, and aligned at grade along the entire front;
 - b. a recess or break in the curved facade marking its intersection with the 8th Street axis;
 - c. a vaulted ballroom roof, centered on 8th Street and recessed from Mount Vernon Square, marking the visual culmination of the structure;
 - d. a visual focus for the 8th Street axis when viewed from a distance; and,
 - e. similar architectural focal points at L and M Streets where the building terminates existing distant street views.
4. The final building plans will reflect, and NCPC will include in its review of, the following design objectives expressed by consulting parties:
- a. providing an appropriate design relationship to the Carnegie Library, Mount Vernon Square, the 8th Street axis, and other affected elements of the L'Enfant Plan;
 - b. providing significant architectural features at the termini of views along 8th Street, L Street and M Streets;
 - c. maintaining the spatial and architectural integrity of Mount Vernon Square;
 - d. acknowledging the scale and configuration of the historic block pattern;
 - e. respecting the height and scale of existing and potential (zoning capacity) neighboring buildings;
 - f. activating street-level edges with multiple entrances, lobbies, and commercial uses;

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- g. optimizing opportunities for views to and from the building;
 - h. enlivening the environment along street frontages, particularly 7th and 9th Streets, N.W.;
 - i. providing street trees along all frontages, including 9th Street, N.W., where the below-grade vault is proposed; and,
 - j. achieving a high quality of exterior materials and finishes.
5. WCCA will maintain an accurate scale model of the Project and its immediate surroundings, to serve as a basis for assessing the visual relationship of the Project to historic properties. The complete model will be available at all public reviews and consultation meetings where design issues are to be addressed.

B. Design Review Process

1. Following NCPC approval of preliminary site and building plans for the Project, but prior to the submission of final site and building plans, WCCA will consult with NCPC staff in the development of interim plans. WCCA will provide the consulting parties copies of any interim plans that are submitted to NCPC for formal review. The SHPO may refer such plans to the HPRB for review and comment.
2. WCCA will simultaneously provide to the consulting parties copies of final site and building plans (approximately 85% design development) submitted to NCPC. In accordance with standard NCPC review procedures, a public meeting will be held as part of the decision-making on the final plans. The SHPO may refer such plans to HPRB for review and comment.
3. If NCPC approves final building plans, and changes to the design are proposed thereafter, WCCA will notify NCPC of those design revisions so that NCPC can determine, through its standard practice as referenced in the submission requirements (Project Plan Submission Requirement Section 3D), if formal review of those revisions by NCPC is required.
4. If formal review of the revisions identified in XV.B.3 is necessary, WCCA will simultaneously forward plans showing such revisions to NCPC and the SHPO, with notification to the consulting parties. The SHPO and the consulting parties may comment at any time prior to NCPC action on the proposed revisions.

XVI. Human Remains

WCCA will ensure that any human remains encountered during the course of this undertaking are treated in a respectful manner. If human remains are encountered, WCCA will notify NCPC and the SHPO immediately. NCPC and the SHPO will consult to determine treatment and disposition measures that will be consistent with the Council's Policy Statement Regarding Treatment of Human Remains and Grave Goods (adopted Sept. 27, 1988, Gallup, NM) and with D.C. Code Ann 6-214 (1986 Supp.).

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- A. NCPC will monitor the implementation of all of the provisions of this MOA. To assist NCPC in this monitoring responsibility, WCCA and the District will provide NCPC with a brief written status report on their respective obligations on a quarterly basis until issuance of the Certificate of Occupancy. NCPC, in turn, will provide the status reports to the consulting parties on a quarterly basis. WCCA and the District will provide the first status report to NCPC within three (3) months of receiving NCPC approval of preliminary site and building plans for the Project.
- B. No later than 120 days prior to the estimated issuance date of the Certificate of Occupancy, WCCA and the District will submit a report to NCPC on the status of all stipulations in this MOA that must be completed prior to the date of issuance of the Certificate of Occupancy by DCRA. As stipulated in I.G, Certificate of Occupancy within this MOA is defined as the final Certificate of Occupancy for full beneficial use of the building as a convention center.

XVIII. Section 106 Compliance for Other Federal Activities

- A. In the event that the District or WCCA receives assistance from other Federal agencies for the implementation of the stipulations of this MOA or the District or WCCA determines that additional Federal licenses, permits or approvals are required to implement the stipulations of this MOA, the respective Federal agency can fulfill its Section 106 responsibilities by accepting the terms of this MOA and specifying that satisfactory fulfillment of the terms of this MOA is a condition of any license, permit, loan or grant, agreements or approvals between the Federal agency and the District or WCCA to implement the stipulations of this MOA, unless otherwise specified in other stipulations of this MOA.
- B. The District or WCCA will advise the Federal agency of the existence of this MOA early in the application process for additional assistance, licenses, permits or approvals. Likewise, the District will also notify the SHPO and the Advisory Council upon application for any Federal assistance, licenses, permits and approvals.
- C. If the Federal agency determines that it will fulfill its Section 106 responsibilities by accepting the terms of this MOA, the Federal agency will notify the SHPO and the Advisory Council in writing of said acceptance at least 30 days prior to the release of funds or issuance of licenses, permits or approvals.
- D. If the Federal agency declines to accept the terms of this MOA or determines that it can comply with only certain provisions of this MOA, the Federal agency may request an amendment to the MOA for its specific undertaking in accordance with Stipulation XIX.

XIX. Amendments

If NCPC, WCCA, or the District determines that it cannot fulfill the terms of this MOA or otherwise deems it necessary to seek an amendment to this MOA, the affected entity will notify the Advisory Council and the SHPO and request an amendment to the MOA as set forth in 36 C.F.R. §800.5(e)(5).

*Proposed Washington Convention Center**Memorandum of Agreement***XX. Dispute Resolution**

- A. If at any time during the implementation of this MOA, the signatories to this MOA, or other parties with obligations under this MOA, object to any plan, action or any failure to act pursuant to this MOA, they may file written objections with NCPC.
- B. Within 30 days of receipt of an objection, NCPC will commence consultation with the objecting party, and with other parties or interested persons, as appropriate, in order to resolve the dispute.
- C. Within 30 days of initiating such consultation, NCPC will determine whether the objection can be resolved. If NCPC determines that it cannot be resolved, NCPC will forward all documentation relevant to the dispute to the Advisory Council and other all other signatories to this MOA, and request that the Advisory Council comment. Within 30 days after receiving the documentation, the Advisory Council will either:
1. provide NCPC with recommendations, which NCPC will take into account in resolving the dispute; or,
 2. notify NCPC that it will comment pursuant to 36 C.F.R. §800.6(b), and proceed to comment. Any Advisory Council comment provided in response to such a request will be taken into account by NCPC in accordance with 36 C.F.R. §800.6(c)(2) with reference to the subject of the dispute.
- D. The responsibility of each of the signatories to this MOA to carry out their respective actions under this MOA that are not the subject of dispute will remain unchanged.
- E. If an issue is submitted to the dispute resolution process set forth in this stipulation, then any time-limitations imposed by this MOA that are related to the disputed issue are suspended until NCPC provides a written determination as to how the dispute will be resolved or how it will take into account the Council's comments. The time period for completion of the related task will begin to run again when NCPC has issued a written notice to the parties to this MOA of its determination.
- F. This provision does not preclude the interested persons from notifying NCPC of any objections that they may have to the manner in which this MOA is being implemented. NCPC will determine whether any action is necessary to address the issues raised.

XXIV. Administrative Conditions

- A. **Professional Qualifications:** All studies conducted under the terms of this MOA will be carried out or directly supervised by appropriate trained persons who meet the Secretary of the Interior's Professional Qualification Standards (48 Fed. Reg. 44738) for the particular field of study in which they are working, if these standards apply to the type of study being conducted. The signatories to the MOA that are responsible for conducting any relevant studies will retain staff or consultants meeting these standards for the purposes of implementing the terms of this MOA.

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- B. All of the signatories to this MOA agree to perform their respective obligations, including the execution and delivery of any documents or approvals as may be necessary or appropriate, in a timely fashion consistent with the terms and provisions of this MOA.
- C. The terms of this MOA will be binding on all signing and concurring parties and any other federal and state/city agency that will become a party to this MOA and their respective successors and assigns.
- D. This MOA may be executed in multiple original counterparts, each of which will be deemed an original, and which together will constitute one and the same MOA.

XXII. Duration

This MOA shall remain in effect until NCPC, in consultation with the SHPO, the Advisory Council, and WCCA, determines that all obligations have been fulfilled or otherwise should be terminated and notifies in writing all signatories of this agreement.

Execution of this MOA and implementation of its terms evidences that NCPC has afforded the Advisory Council an opportunity to comment on the proposed Washington Convention Center and its effects on historic properties, including National Historic Landmarks, and that NCPC has taken into account the effects of the undertaking on historic properties.

Signed:

NATIONAL CAPITAL PLANNING COMMISSION

Date: August __, 1997

Reginald W. Griffith
Executive Director

DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER

Date: August __, 1997

W. David Watts
State Historic Preservation Officer

Proposed Washington Convention Center

Memorandum of Agreement

ADVISORY COUNCIL ON HISTORIC PRESERVATION

Date: August __, 1997

Cathryn Buford Slater
Chairman of the Advisory Council on Historic Preservation

Concur:

WASHINGTON CONVENTION CENTER AUTHORITY

Date: August __, 1997

Louanner Peters
Chairperson of the Washington Convention Center Authority Board of Directors

THE DISTRICT OF COLUMBIA

Date: August __, 1997

The Honorable Marion Barry
Mayor

THE DISTRICT OF COLUMBIA COUNCIL

Date: August __, 1997

The Honorable Linda W. Cropp
Chair

APPENDIX A

D.C. Landmark applications and National Register nomination forms will be prepared for the following individual properties:

- Immaculate Conception Church and School
1315 8th Street, N.W.
- Yale Steam Laundry
437 New York Avenue, N.W.
- Strong John Thomson School
southwest corner of 12th and M Streets, N.W.
- Carpenter's Building
1001 K Street, N.W.
- Tudor Hall (Henley Park Hotel)
926 Massachusetts Avenue, N.W.
- Seventh Street Savings Bank
1300-02 7th Street, N.W.

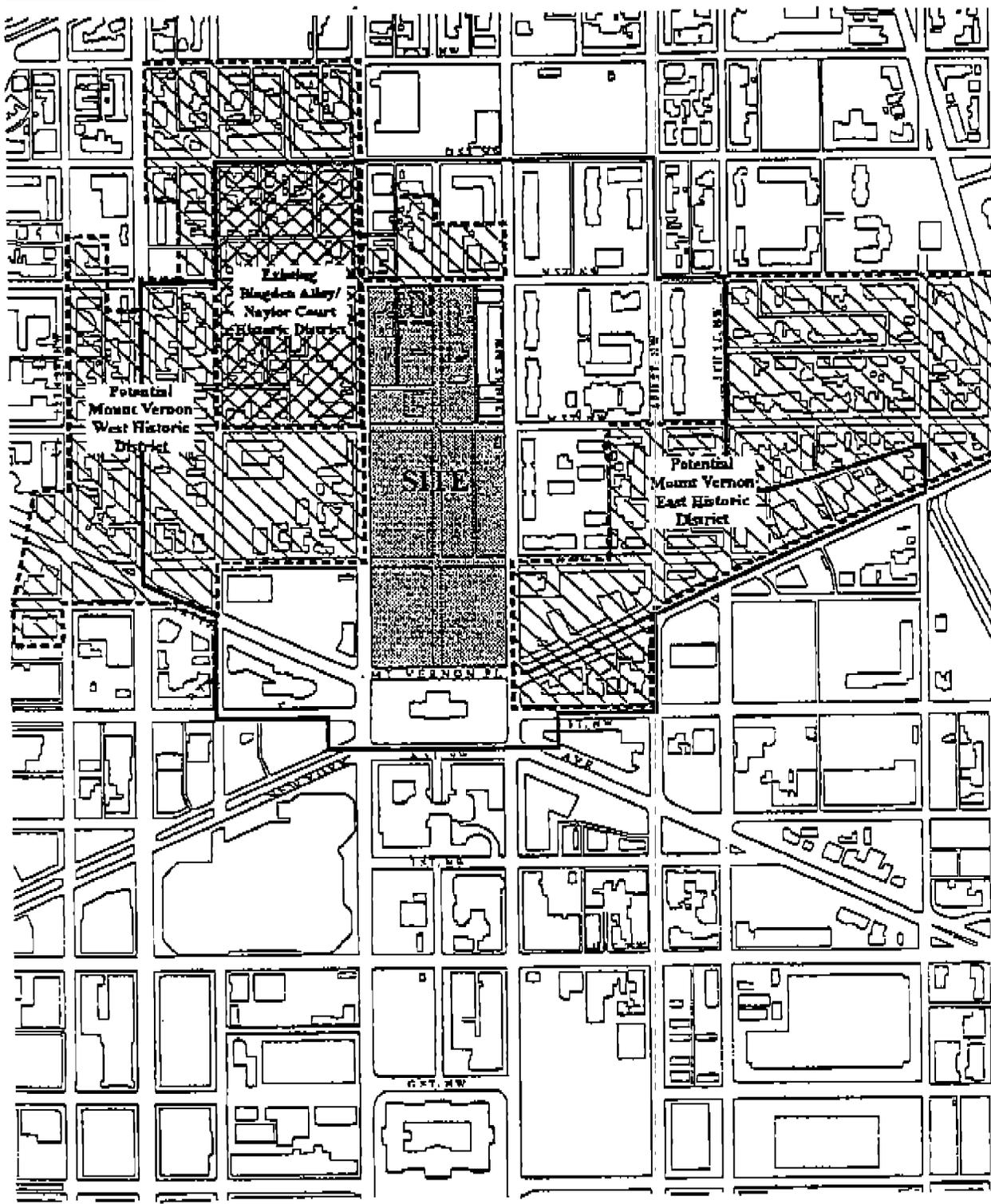
D.C. Historic District applications and National Register nomination forms will be prepared for the following properties:

- Mount Vernon Square East Historic District
(as delineated in the *Historic Resources Report*, December 1996)
- Mount Vernon Square West Historic District
(as delineated in the *Historic Resources Report*, December 1996)

An amendment to the D.C. Landmark application and the National Register nomination for the L'Enfant Plan, to include additional elements that were not included in the National Register nomination prepared by the National Park Service and that are considered by the SHPO to be eligible for the National Register.

Memorandum of Agreement

Washington Convention Center



LEGEND

-  Mount Vernon Square Site
-  Area of Potential Effects
-  Historic District Boundary
-  Existing Historic District (N.R.-Listed)
-  Potential Historic District (N.R.-Eligible)



Historic Districts Within Area of Potential Effects

Figure 5-1

317561.dwg

APPENDIX B

Street Reopening Covenant for Proposed Convention Center

Memorandum of Agreement

Washington Convention Center

DECLARATION OF HISTORIC PRESERVATION COVENANT

THIS DECLARATION OF HISTORIC PRESERVATION COVENANT is made this day of _____, 1997 by THE WASHINGTON CONVENTION CENTER AUTHORITY ("WCCA") an independent authority of the District of Columbia government and the District of Columbia government, a municipal corporation.

WITNESSETH:

WHEREAS, on _____, the National Capital Planning Commission ("NCPC"), the District of Columbia State Historic Preservation Officer ("SHPO") and the Advisory Council on Historic Preservation ("Advisory Council") (NCPC, SHPO and Advisory Council are herein collectively referred to as the "Parties") entered into a Memorandum of Agreement ("MOA") with respect to mitigation of the adverse effects of the proposed Convention Center ("Convention Center"), located on real property bounded by 7th, 9th, N Streets N.W., and Mt. Vernon Place, N.W. ("Property"), on a number of historic properties listed or eligible for listing in the National Register of Historic Places as well as on several properties designated National Historic Landmarks; and

WHEREAS, Section (X11) of the MOA requires that WCCA and the District, enter into a covenant ("Covenant") to be recorded in its Land Records that requires the WCCA and the District to comply with all terms of the MOA relating to the mitigation obligations of WCCA regarding any future demolition of the new Convention Center on the Property and the reopening of L, M and 8th Streets, N.W., in their configuration existing on October 1, 1997; and

WHEREAS, in fulfillment of the requirements of Section XII of the MOA, WCCA and the District desire to enter into this Covenant (hereinafter, "Historic Preservation Covenant") to be recorded on title to the Property in the District's Land Records; and

WHEREAS, the legal description of the Property is attached hereto as Exhibit A and is incorporated herein by reference; and

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the WCCA and the District hereby agree that the Property shall be subject to the following covenant.

1. WCCA and the DISTRICT shall comply with all terms contained in Section XII of the MOA relating to its mitigation obligations regarding any future demolition of the new Convention Center on the Property and the re-opening of L, M, and 8th Streets, N.W., in their configuration existing on October 1, 1997. Such obligations in the MOA are recited as follows:

XII. Street Reopening under the Proposed Convention Center

- A.** WCCA and the District will enter into the Land Records of the District of Columbia, a covenant substantially in accordance with the draft covenant attached as Appendix B, which will run with the land and which requires that at such time as the proposed convention center in its original configuration has outlived its useful life as a convention the sections of the streets previously closed in order to build the project will be reopened under the terms set forth below and title to the rights of way of those streets which have been closed in order to build the convention center will revert to the United States. The determination of whether the building has outlived its usefulness as a convention center will be made pursuant to a procedure set out in section (2) below. Said covenant will be executed and entered into the Land Records within ninety (90) days of the legal recordation of closure of said streets in the Office of the Surveyor of D.C.
- B.** The determination of whether the proposed convention center has outlived its usefulness as a convention center will be made by the Chairperson of WCCA (chairperson), based on the recommendations of a Committee which will include, at a minimum, representatives of WCCA, the District, NCPC and the D.C. SHPO. That determination, which must be made within thirty (30) years after the opening of the proposed convention center, and reviewed at least every two years until a determination that the useful life as a convention center has been exhausted, shall provide an opportunity for public input and be based on criteria which should include, inter alia, consideration of the economic viability of the convention center, the physical condition of the facility, its ability to attract appropriate business and, the goals of the Comprehensive Plan for the National Capital.
- C.** If the Chairperson determines that the convention center has outlived its useful life as a convention center, within two (2) years of that determination, WCCA will demolish the convention center and cause to have restored the rights-of-way of those sections of 8th, L, and M Streets, N.W., that were closed for the convention center. Those rights-of-way should be restored in a way as to physically and visually reinsert the closed street sections as generally established pursuant to the L'Enfant Plan and such restoration shall be subject to the approval of NCPC.
- D.** If the WCCA or the District believes that the convention center building in its original configuration may be devoted to a successor beneficial use, it may request approval from NCPC to retain the building in that original

configuration, including NCPC review of the continued closure of the L'Enfant Streets. Such NCPC approval for continued closure must be obtained pursuant to the same process which was required to the construct the convention center in its original configuration. It is understood by all the signatories to this MOA that the closure of these streets is not grandfathered for any use other than the proposed convention center in its approved configuration.

IN WITNESS/TESTIMONY WHEREOF, the DISTRICT OF COLUMBIA, a municipal corporation, has caused this Declaration of Historic Preservation Covenant to be signed in its name by the Honorable Marion Barry, Jr., its Mayor, and attested to by Kathleen E. Arnold, its secretary (and its Seal to be hereunto affixed), and does hereby constitute and appoint said Marion Barry, Jr., as its true and lawful Attorney-In-Fact for it and in its name to acknowledge and deliver these presents as its act and deed.

WITNESS/ATTEST:

DISTRICT OF COLUMBIA

Name: Kathleen E. Arnold
Title: Secretary

Name: Marion Barry, Jr.
Title: Mayor

ACKNOWLEDGMENT

District of Columbia: ss

I, _____, a Notary Public in and for the said District of Columbia, do hereby certify that Marion Barry, Jr., who is personally well-known to me as (or proved by the oaths of credible witnesses to be) the person names as Mayor of the District of Columbia and Attorney-In-Fact in the foregoing and annexed Declaration of Historic Preservation Covenant, bearing date the ____ day of _____, 19____, personally appeared before me in said District of Columbia and as Attorney-in-Fact as aforesaid, acknowledged the same to be the act and deed of the District of Columbia and that he delivered the same as such.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 1997.

Notary Public

My commission expires: _____

(Notarial Seal)

The undersigned, the Washington Convention Center Authority hereby joins in this Declaration of Historic Preservation Covenant for the purpose of consenting to and agreeing to be bound by the provisions of paragraph XII set forth above.

IN WITNESS WHEREOF, the Washington Convention Center Authority Agency, an independent agency of the District government, has caused this Declaration of Historic Preservation Covenant to be signed in its name by _____ its _____ (and its seal to be hereunto affixed) and does hereby constitute and appoint said _____ as its true and lawful Attorney-in-Fact for it and in its name to acknowledge and deliver these presents as its act and deed.

WITNESS/ATTEST:

WASHINGTON CONVENTION CENTER AUTHORITY

Name: _____
Title: _____

Name: _____
Title: _____

DISTRICT OF COLUMBIA, ss:

I, a notary public in and for the said District of Columbia do hereby certify that _____ who is personally well known to me as (or proved by the oaths of credible witnesses to be) the person names as _____ of the Washington Convention Center Authority Attorney-in-Fact in the foregoing and annexed Declaration of Historic Preservation Covenant, bearing date the _____ day of _____, 19____, personally appeared before me in said District and as Attorney-in-Fact as aforesaid, acknowledges the same to be the act and deed of the Washington Convention Center Authority and that he delivered the same as such.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this _____ day of _____, 1997.

Notary Public

My commission expires: _____

(Notarial Seal)