

**MEMORANDUM OF AGREEMENT**  
**between**  
**THE NATIONAL PARK SERVICE**  
**and**  
**THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER**  
**for the**  
**STABILIZATION, RESTORATION, REHABILITATION AND MANAGEMENT**  
**of the**  
**CARTER G. WOODSON HOME NATIONAL HISTORIC SITE**

**WHEREAS**, the National Park Service (NPS) proposes to stabilize, restore, and rehabilitate the Carter G. Woodson Home National Historic Site (Woodson Home) located at 1538 9<sup>th</sup> Street, NW, Washington, D.C., and to rehabilitate the adjacent buildings at 1540 and 1542 9<sup>th</sup> Street, NW, and to manage the properties as an historic house museum, visitor center and office space as described in the Woodson Home General Management Plan dated January 2012, and in Appendix A (Undertaking); and

**WHEREAS**, the Woodson Home is a designated National Historic Landmark and a contributing element of the National Register of Historic Places (National Register)-listed Shaw Historic District; and

**WHEREAS**, the property at 1540 9<sup>th</sup> Street, NW, also contributes to the Shaw Historic District, but the property at 1542 9<sup>th</sup> Street, NW has been so altered that it no longer contributes to the historic district; and

**WHEREAS**, the Woodson Home and the adjacent property at 1540 9<sup>th</sup> Street, NW, were in a state of advanced deterioration when they were acquired by the NPS in 2005 and have been experiencing accelerated deterioration since the August 2011 earthquake; and

**WHEREAS**, the NPS prepared an Historic Structures Report (HSR) to document the condition of the properties after their acquisition and more recently hired an engineering consultant to perform a structural assessment (post earthquake) and to design permanent stabilization measures, which the NPS hopes to implement this calendar year, prior to implementation of the larger Undertaking; and

**WHEREAS**, the NPS consulted with the District of Columbia State Historic Preservation Officer (DC SHPO) regarding the effects of the Undertaking on historic properties pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. 470) and its implementing regulations (36 CFR Part 800); and

**WHEREAS**, the NPS, in consultation with the DC SHPO, has determined that the Undertaking will have an adverse effect on historic properties in accordance with 36 CFR 800.5(a)(1); and

**WHEREAS**, the NPS and the DC SHPO have also determined that the Undertaking may have adverse effects on archaeological resources if any archaeological deposits are present and disturbed during implementation of the Undertaking; and

**WHEREAS**, the NPS notified the Advisory Council on Historic Preservation (Council) of the adverse effect pursuant to 36 CFR 800.6(a)(1) and 36 CFR 800.10(b) but the Council declined to participate in the consultation; and

**WHEREAS**, the NPS notified the Secretary of the Interior (Secretary) of the adverse effect pursuant to 36 CFR 800.6(c) but the Secretary also declined to participate in the consultation; and

**WHEREAS**, the NPS has consulted with, and invited the Association for the Study of African American Life and History (ASALH) to be a consulting party to this Memorandum of Agreement (Agreement) because the organization was founded by Dr. Carter G. Woodson and will occupy office space that will be created as a result of the Undertaking; and

**WHEREAS**, the NPS has also consulted with the National Trust for Historic Preservation and has invited them to be consulting parties to this Agreement, and has invited comment on this Agreement from 32 other individuals and organizations (Listed in Appendix B of this document); and

**WHEREAS**, the NPS considered alternatives and provided opportunities for public involvement in the context of complying with the National Environmental Policy Act of 1969 as provided for in 36 CFR 800.8; and

**WHEREAS**, the NPS sent notifications via email to all consulting parties, seeking their comments on the project plans, related information and the draft Agreement, which were posted on the NPS Planning, Environmental, and Public Comment website to inform the consulting parties and the public of the Undertaking; and

**WHEREAS**, the NPS has taken the comments received into account;

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

### **STIPULATIONS**

NPS shall ensure that the following measures are carried out:

**1. HABS RECORDATION:**

- a. Prior to implementing any work, the NPS shall complete Phase I Historic American Buildings Survey (HABS) documentation of 1538 and 1540 9<sup>th</sup> Street, NW.
- b. The recordation will include measured drawings, large format photography, and written historical reports documenting the existing interior and exterior conditions of 1538 and large format photography of the exterior of the adjacent buildings at 1540 and 1542.
- c. Once the documentation is complete, the NPS shall submit it to the HABS collection housed at the Library of Congress.

**2. RETENTION OF CHARACTER-DEFINING MATERIALS:**

- a. The NPS shall identify, protect, retain and restore as many character defining materials of 1538 and 1540 9<sup>th</sup> Street, NW, as possible during implementation of the Undertaking.
- b. The NPS shall take the periods of significance for the Woodson House (1922-1950) and the Shaw Historic District (1833-1932) into account when identifying such materials and shall consult with the DC SHPO if any questions arise regarding what does and does not qualify as character defining materials. Such materials may include, but not necessarily be limited to, walls, brackets, railings, cornices, windows architraves, door pediments, steps, mantels, joint and unit size, tooling and bonding patterns, coatings, and color.
- c. The NPS shall consult with the DC SHPO regarding the appropriate treatment of the character defining materials in accordance with the Design Review Stipulation 3 below, by specifically identifying the character defining materials that will be retained in the design documents and by specifying the proposed treatments.
- d. If the NPS and DC SHPO agree that certain character defining materials are deteriorated beyond repair, the NPS shall replace materials in-kind in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards)*.

**3. DESIGN REVIEW:**

- a. The NPS shall submit relevant design documents such as plans, renderings, sections, elevations, specifications, photographs, narrative scopes of work and related information on each phase of work to the DC SHPO for review and comment at the 30% and 60% levels.

- b. The DC SHPO shall have thirty (30) calendar days from the date of receipt to provide comments to the NPS.
- c. If the DC SHPO does not provide comments within the specified time period, NPS may move forward to the next step in the design process or implement the plans, as appropriate.
- d. If the DC SHPO provides comments within the specified time period, the NPS shall provide the DC SHPO with a written response including, as necessary, an explanation as to how the design will be revised to address the comments within thirty (30) calendar days of receiving comments from the DC SHPO.
- e. If, after reviewing the 60% design documents, the DC SHPO determines that it will be appropriate to review design documents at the 90% level, the DC SHPO shall request such a review in writing and the NPS shall provide the 90% design documents to the DC SHPO for an additional thirty (30) day review and comment period.

**4. POST-REVIEW MODIFICATIONS:**

In the event that minor modifications in design or materials are required after the design review process outlined in Stipulation 3 above has been completed and after construction has begun, such modifications may occur provided that the changes are consistent with the *Standards* and are approved by NPS cultural resources staff. The NPS will document such minor modifications in an internal memorandum to the files that will be made available for inspection by the DC SHPO. Following construction, the NPS shall provide a summary memorandum listing the modifications to the DC SHPO.

**5. MONITORING OF CONSTRUCTION ACTIVITIES:**

The DC SHPO may monitor construction activities pursuant to this Agreement. The NPS shall cooperate with the DC SHPO in carrying out any of these responsibilities by arranging site inspections or other monitoring activities or documents when requested by the DC SHPO. The public may monitor progress on the project by reviewing periodic updates that the NPS will post on its website.

**6. POTENTIAL ACQUISITION OF 1544 9<sup>TH</sup> STREET, NW:**

The NPS has considered acquiring the historic building located at 1544 9<sup>th</sup> Street, NW, and incorporating it into the Undertaking. At this time, the acquisition does not appear feasible. If the building is acquired in the future however, the NPS shall notify the DC SHPO in writing as soon as possible and consult to develop an amendment to this Agreement in accordance with Stipulation 12.

**7. APPLICABLE STANDARDS AND GUIDELINES:**

All preservation work and new construction implemented pursuant to this Agreement shall be carried out in accordance with the *Standards* by or under the direct supervision of a person or persons meeting, at a minimum, *The Secretary of the Interior's Professional Qualifications Standards* (48 FR 44738-39) for the discipline appropriate to the historic property in question. Nothing in this stipulation may be interpreted to preclude NPS or any agent or contractor thereof from using the properly supervised services of persons who do not meet the *Professional Qualifications Standards*.

**8. ARCHAEOLOGICAL INVESTIGATIONS:**

The NPS will pursue a phased approach to the identification and evaluation of archeological resources in consultation with the DC SHPO. Any investigations will be conducted by an archaeologist that meets or exceed the pertinent qualifications in the *Professional Qualifications Standards*. All archaeological work will follow the *Guidelines for Archaeological Investigations in the District of Columbia* (1998, as amended), the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (1983), and *NPS Director's Order 28: Cultural Resource Management* (1998). Treatment of potentially eligible resources will be determined in consultation with the DC SHPO. The NPS will curate archaeological collections, associated records, and digital data resulting from investigations for this Undertaking in accordance with 36 CFR 79.

**9. UNANTICIPATED DISCOVERIES:**

Should historic properties be unexpectedly identified during the implementation of the Undertaking or any actions taken pursuant to this Agreement, NPS shall ensure that reasonable efforts are made to avoid, minimize, or mitigate adverse effects to such properties, and shall consult with the DC SHPO to resolve any unavoidable adverse effects pursuant to 36 CFR 800.6. The NPS shall ensure that any resulting cultural resources work is accomplished in accordance with the relevant performance standards in Stipulation 8 above. The NPS and DC SHPO shall resolve any disputes over the evaluation or treatment of previously unidentified resources using the process outlined in Stipulation 11 of this Agreement.

**10. TREATMENT OF HUMAN REMAINS:**

- a. In the event that human remains, burials, or funerary objects are discovered during construction of the Undertaking or any action taken pursuant to this Agreement, NPS shall immediately halt subsurface construction disturbance in the area of the discovery and in the surrounding area where additional remains can reasonably be expected to occur. The NPS shall immediately notify the DC

SHPO and the District of Columbia Chief Medical Examiner (“CME”) of the discovery under DC Code Section 5-1406 and other applicable laws and regulations.

- b. If the CME determines that the human remains are not subject to a criminal investigation by federal or local authorities, the NPS shall comply with the applicable federal or local laws and regulations governing the discovery and disposition of human remains and consider the Council’s Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects (2007).

## **11. DISPUTE RESOLUTION:**

- a. Should either signatory to this Agreement object in writing to any action carried out in accordance with the Agreement, the NPS and DC SHPO shall consult to resolve the objection. If the signatories are unable to resolve the disagreement, the NPS shall forward all documentation relevant to the dispute to the Council. Within 45 days after receipt of all pertinent documentation, the Council will either:
  - i. Provide NPS with recommendations, which NPS will take into account in reaching a final decision regarding the dispute; or
  - ii. Notify NPS that it will comment pursuant to 36 CFR 800.7(c), and proceed to comment. Any Council comment provided in response to such a request shall be taken into account by NPS in accordance with 36 CFR 800.7(c)(4) with reference to the subject of the dispute. Any Council recommendation or comment will be understood to pertain only to the subject of the dispute; the NPS’ responsibility to carry out all actions under this Agreement that are not subjects of the dispute will remain unchanged.
- b. At any time during implementation of the terms of this Agreement, should a concurring party, consulting party, or member of the public object to the manner of such implementation, NPS shall consult with the objecting party and inform the DC SHPO and the Council in writing of the objection, the results of the consultation, and NPS’ proposed resolution of the objection. The NPS shall implement its decision if the DC SHPO and Council fail to comment within fifteen (15) days of receipt of the NPS decision. If DC SHPO and Council do respond, NPS shall consult further with DC SHPO, Council and the objecting party to resolve the objection.

**12. AMENDMENTS:**

The NPS or DC SHPO may propose that this Agreement be amended, whereupon the signatories shall consult to consider such amendment. This Agreement may be amended only upon the written agreement of all signatories. The amendment shall be effective on the date a copy is signed by all signatories. The fully-signed amendment shall be promptly filed with the Council by the NPS.

**13. TERMINATION:**

- a. If any signatory proposes termination of this Agreement, the party proposing termination shall notify the other signatory to this Agreement and the Council in writing, explaining the reasons for proposing termination, and consult with the other signatory to this Agreement and the Council, if it chooses to participate, to seek alternatives to termination.
- b. Should such consultation fail, the signatory proposing termination may terminate this Agreement by promptly notifying in writing the other signatory to this Agreement and the Council. Termination shall render this Agreement without further force or effect.
- c. If this Agreement is terminated, the NPS shall reinitiate Section 106 consultation for all remaining unfinished work in accordance with 36 CFR 800.

**14. DURATION:**

This Agreement shall be in effect for ten (10) years from the date of its execution. If necessary, NPS shall initiate consultation with the other signatory to this Agreement approximately one (1) year prior to the expiration date of this Agreement to reconsider its terms. Reconsideration may include the continuation or revision of this Agreement by amendment.

**15. EFFECTIVE DATE:**

This Agreement shall take effect on the date that the last signatory signs the Agreement.

**16. ELECTRONIC COPIES:**

Within one (1) week of the last signature on this Agreement, NPS shall provide the DC SHPO with one electronic file that contains a full-color copy of the fully-executed Agreement and all of its attachments. If the file is too large to transmit via electronic mail, NPS shall provide the file to DC SHPO via a compact disc.

**17. ANTI-DEFICIENCY ACT:**

Any requirement for the payment or obligation of funds by the Government established by the terms of this Agreement shall be subject to availability of appropriated funds. No provision in this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC Section 1341. If the availability of funds and compliance with the Anti-Deficiency Act impair the NPS' ability to perform under this Agreement, then the NPS shall consult in accordance with Stipulations 12 and 13 of this Agreement, as appropriate.

**18. EXECUTION:**


Execution of this Agreement, its subsequent filing with the Council, and implementation of its terms evidence that the NPS has taken into account the effects of this Undertaking on historic properties and has afforded the Council an opportunity to comment on the Undertaking and its effect on historic properties.

SIGNATURES FOLLOW ON SEPARATE PAGES



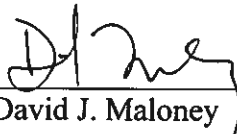
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**FOR THE NATIONAL PARK SERVICE**

By:  \_\_\_\_\_ Date 12.12.12  
Stephen Whitesell  
Regional Director, National Capital Region

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**FOR THE DISTRICT OF COLUMBIA GOVERNMENT**

By:   
\_\_\_\_\_  
David J. Maloney  
State Historic Preservation Officer

12/11/12  
\_\_\_\_\_  
Date

## APPENDIX A

**MEMORANDUM OF AGREEMENT**  
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This project proposes to restore and rehabilitate the Carter G. Woodson Home National Historic Site (Woodson Home). Once completed, the property at 1538 9<sup>th</sup> Street, NW, will be operated as an historic house museum and the adjacent rehabilitated properties at 1540 and 1542 9<sup>th</sup> Street, NW, will provide visitor support facilities and office space. The project will be completed in several phases. Prior to Phase I, work will be done to stabilize the front façade of 1538 and the rear wall of 1540. Stabilization will also include the reconstruction of the front façade of 1540 and the “ell” wall at the rear of 1538. The reconstruction will re-use original materials to the greatest extent possible. Character-defining features will be preserved in all phases of preservation work wherever possible.

Generally, Phase I will focus on the restoration of the front façade of the Woodson Home and the exterior envelop of the Historic Site, with limited restoration work inside the Woodson Home. Phase II will complete the restoration work inside the Woodson Home as well as the interior rehabilitation of the two adjacent properties. The rehabilitated properties will house exhibit space and restrooms, an elevator and wheelchair lift for universal accessibility throughout the Site, code compliant egress stairs, and new mechanical, electrical, plumbing, and fire protection systems which will serve all three buildings. Phase III will include the installation of exhibitions and historic furnishings.

Exterior restoration of the Woodson Home will include limited masonry reconstruction in localized areas of brick failure including the side wall of the rear “ell”; the repointing and cleaning of the brick on all elevations and chimneys; cleaning and repointing of marble stairs and window sills; removal of existing metal security grilles, restoration of wood double-hung windows and the reconstruction of missing windows; restoration and reconstruction of wooden exterior doors, exterior wood trim, and the replacement of the standing seam metal roof.

APPENDIX B  
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List Of People/Organizations Sent Email Invitations Regarding Carter G. Woodson Home National Historic Site  
Draft Memorandum Of Agreement, August, 2012

	<b>Name</b>	<b>Organization</b>	<b>Email</b>
1.	Marjorie A. Kinard	John Wesley A.M.E. Zion Church	makinard@hotmail.com
2.	Elois A. Morgan	ASALH Hampton Roads Organizing Branch	hrceeds@cox.net
3.	Alan Spears	National Parks Conservation Association	aspears@npca.org
4.	Martin Moulton	Convention Center Community Association	moultonm@aol.com
5.	Judith Gheuens	owners of 1544 9th Street	judithannag@gmail.com
6.	Kelly Gorsuch	co-owner of 1544 9th Street	kgorsuch@mac.com
7.	Robert Nieweg	National Trust for Historic Preservation	Robert_Nieweg@nthp.org
8.	Erin Slattery		erinmslattery@gmail.com
9.	Nicole Cohen		Nicole.cohen@gmail.com
10.	Sabrina Streagle		sabrina_calice@yahoo.com
11.	Ryan B. Wenstrup-Moore		ryanwenstrup@gmail.com
12.	Jess Rowlands		jessrowlands@gmail.com
13.	Rachael Wood		Rachael.1220@gmail.com
14.	Amy Putens		amtp81@hotmail.com
15.	Jehan A. Abdel-Gawad		yemphan@hotmail.com
16.	Brandy Heitkamp		brandyeric@nktelco.net
17.	J F. Levey	Cultural Tourism DC	jlevey@culturaltourismdc.org
18.	Joan Allen	Shiloh Baptist Church	bony3659@msn.com
19.	emily p. holmes		emilypierceholmes@gmail.com
20.	Linda Gillum		lindakanter@hotmail.com
21.	Julia D. Smith		Juliadsmith@gmail.com
22.	Stephanie K. Sherman		stephanieksherman@gmail.com
23.	Reginald A. Wills	Edmund Burke School	reggie_wills@eburke.org regwills@verizon.net
24.	Steph Meese		stephcude@hotmail.com
25.	Earl W. Yates	Shiloh Baptist Church, Social Justice Committee	ewyates44@yahoo.com
26.	Diane Anderson		diane.anderson@bison.howard.edu
27.	Claire Mooney		Clairebear40@hotmail.com
28.	Kathleen Crowley		kicrowley@yahoo.com
29.			Jesgardner@comcast.net
30.	Raymond J. Milefsky		mrrayj@gmail.com
31.	Babak Movahedi		Movahedi.babak@gmail.com
32.	Jennifer Lynn		Jlynn432@verizon.net
33.	Sarah Gheuens		sarahgheuens@yahoo.com