

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER**  
**PURSUANT TO**  
**THE DISTRICT OF COLUMBIA HISTORIC LANDMARK AND HISTORIC DISTRICT**  
**PROTECTION ACT**  
**AND**  
**REGARDING**  
**THE ONE CITY STREETCAR LINE: H STREET/BENNING ROAD, NE**

This Memorandum of Agreement (Agreement) is between the District of Columbia Department of Transportation (DDOT) and the District of Columbia State Historic Preservation Officer (SHPO), (collectively, the Signatories, or individually, a Signatory), pursuant to the District of Columbia Historic Landmark and Historic District Protection Act of 1978, as amended, (DC Official Code §§ 6-1108.01 and 6-1108.02) (the Act), regarding the One City Streetcar Line: H Street/Benning Road, NE.

**RECITALS**

**WHEREAS**, DDOT plans to construct a streetcar-based transportation infrastructure network along the H Street, NE and Benning Road, NE corridor, as shown in Attachment A, that will be known as the One City Streetcar Line: H Street/Benning Road, NE (H Street/Benning Road Streetcar Line or Project) and that will provide streetcar service to adjacent neighborhoods; and

**WHEREAS**, the H Street/Benning Road Streetcar Line will consist of streetcar tracks; an Overhead Catenary System (OCS); a car barn that will be constructed near Spingarn High School and will include a maintenance and training center and one power substation; two additional power sub-stations to be installed at western and mid-line locations; streetcar stops; streetcar turnarounds at the eastern and western termini of the line; the streetcars themselves; and other directly-related infrastructure and activities; and

**WHEREAS**, the H Street/Benning Road Streetcar Line will be constructed entirely with local funds on property owned by or under the jurisdiction of the District of Columbia (District or DC) and, therefore, constitutes a “District of Columbia undertaking” as defined in the Act; and

**WHEREAS**, DDOT has consulted with the SHPO in accordance with Section 9(b) of the Act regarding the effects of the H Street/Benning Road Streetcar Line on historic properties that are listed or eligible for listing in the DC Inventory of Historic Sites (DC Inventory) and the National Register of Historic Places (National Register); and

**WHEREAS**, DDOT and SHPO have established the formal area of potential effect (APE) shown in Attachment A to identify the historic properties that have been considered in the

consultation process; and

**WHEREAS**, the DC Historic Preservation Review Board (Board) designated Spingarn High School and its site as a DC Landmark on November 29, 2012; and

**WHEREAS**, DDOT and SHPO agree that the Browne, Phelps, and Young Schools located to the north of Spingarn School on the west side of 26<sup>th</sup> Street, NE, are eligible for listing in the DC Inventory and the National Register and that their architecture, surrounding open space, campus-like setting and viewsheds contribute to their significance; and

**WHEREAS**, DDOT and SHPO agree that the installation of the OCS within the L'Enfant City; the introduction of the car barn and maintenance and training center into the historic schools' setting; and the placement of the above ground mid-line power sub-station within public space, will have adverse effects on historic properties; and

**WHEREAS**, local funds were used to install the streetcar tracks along H Street during a road reconstruction project completed in 2011 and DDOT and SHPO consulted and agreed at that time that installation of the streetcar tracks would have "no adverse effect" on historic properties; and

**WHEREAS**, DDOT has solicited and considered the views of the public with regard to the H Street/Benning Road Streetcar Line and its effects on historic properties by establishing a Project website, distributing Project newsletters and by hosting over twenty (20) community and public meetings in the years 2011 and 2012, including two (2) public meetings held on December 20, 2011 and on April 12, 2012;

**NOW, THEREFORE**, DDOT and SHPO agree that the H Street/Benning Road Streetcar Line shall be implemented in accordance with the following stipulations in order to take into account its effect on historic properties.

### **STIPULATIONS**

DDOT shall ensure that the following measures are carried out:

**1. INTERPRETIVE MATERIALS:**

- a. Within twelve (12) months of the date of the last signature on this Agreement, DDOT shall hire a qualified firm to consult with SHPO to develop a detailed scope of work and produce a brochure and interpretive signage/displays relating to the historic transit system of Washington, DC which will be based upon the National Register of Historic Places Multiple Property Documentation Form: *Streetcar and Bus Resources of Washington, DC, 1862-1962*, and related sources.

- b. The resulting brochure will be similar in design and content to existing SHPO brochures and the resulting signage will be designed for installation in the streetcars, in streetcar stops and, if necessary, on free-standing signs, as well as other appropriate locations. DDOT shall work with SHPO to develop any free-standing signs that may be proposed within historic districts.
- c. All materials shall be developed in consultation with SHPO and shall be completed and installed within twenty-four (24) months of the completion of the task described in 1(a), above.

## **2. HERITAGE STREETCAR PROGRAM:**

- a. As soon as practicable, but no later than one year of the date of last signature on this Agreement, DDOT shall begin conducting the research necessary to determine the potential for acquiring and restoring historic streetcars for passenger service as has been done in other cities' "Heritage Streetcar" programs ([http://en.wikipedia.org/wiki/Heritage\\_streetcar](http://en.wikipedia.org/wiki/Heritage_streetcar)), and to make a good faith effort to acquire and restore at least one historic streetcar for passenger service. If found technically and financially feasible to do so, DDOT shall establish such passenger service within six (6) years of the last date of signature on this Agreement.
- b. Priority shall be given to streetcars that actually served on a historic DC streetcar line, but other historic streetcars will be considered appropriate if no such streetcars can be obtained.
- c. Decisions regarding the types of streetcars, the technical and financial feasibility of the Heritage Streetcar Program, the appropriate restoration efforts, the nature and frequency of passenger service, and related matters will be made in consultation with SHPO.
- d. If, after making a reasonable and good faith effort, DDOT determines that restoration of a historic streetcar is not feasible, DDOT shall document its reason with the SHPO in writing and consult to consider other mitigation measures that shall be carried out instead.

## **3. INVESTIGATION OF ALTERNATIVE MODES OF PROPULSION:**

- a. In order to avoid and/or minimize additional adverse visual effects on historic properties that are likely to result from the continued reliance upon the OCS in future streetcar lines, DDOT shall continue to investigate and evaluate alternative propulsion systems that do not require overhead wires or continual use of such wires and shall actively seek to implement such propulsion systems wherever feasible and as soon as practicable.

- b. DDOT shall also consult with SHPO and other relevant parties to identify the streets and avenues where the use of an OCS is most likely to constitute major adverse effect and, as such, where the OCS should be avoided.

**4. SPINGARN CARBARN REVIEW:**

- a. The carbarn proposed for the Spingarn site, including the maintenance and training center, eastern power substation, the OCS and all other associated infrastructure, will be subject to the review of the SHPO and the Board in accordance with the all sections of the Act that are applicable to designated historic properties.
- b. DDOT shall ensure that the massing, placement, exterior architectural vocabulary, materials palette, and all other design treatments proposed for the car barn/maintenance and training center, eastern power substation, the OCS and all other associated infrastructure proposed for the Spingarn School site are appropriate for the historic context of the area and that they reflect the civic character that is important for DC Government facilities.

**5. DESIGN REVIEW FOR OTHER ELEMENTS OF THE PROJECT:**

- a. DDOT shall provide SHPO with plans for review and comment at various design stages for the OCS; the western power substation; the mid-line power substation; the streetcar turnarounds on the Hopscotch Bridge and Benning Road and all other associated infrastructure.
- b. DDOT shall consult with SHPO to ensure that the massing, placement, exterior architectural vocabulary, materials palette, and all other design treatments proposed for all built elements of the Project are appropriate for their historic contexts and to ensure that they reflect the civic character that is important for DC Government facilities.
- c. DDOT shall contact SHPO via phone and email as early as possible to provide SHPO advanced notification that plans are forthcoming.
- d. SHPO shall have ten (10) business days from the date of receipt of each set of plans to provide DDOT with written comments via mail or email.
- e. If DDOT does not receive any SHPO comments within ten (10) business days of SHPO's date of receipt, DDOT may implement the plans as proposed.

- f. If DDOT receives comments from SHPO, DDOT shall incorporate SHPO comments into the design plans to the maximum extent feasible or provide written explanations as to why specific comments cannot be addressed, within seven (7) business days of receipt of written comments.
- g. If SHPO comments cannot be fully incorporated into the plans and SHPO determines that failure to fully incorporate the comments may result in a situation in which additional mitigation measures are appropriate, DDOT and SHPO shall resolve the problematic comments proposed by SHPO and amend the Agreement, if applicable, in accordance with Stipulation 13.
- h. Since the H Street/Benning Road, NE Streetcar Line will be constructed under a “Design/Build” contract, DDOT acknowledges that subsequent changes to approved plans may be proposed. In all such cases, DDOT shall ensure that subsequent changes are resubmitted to SHPO for review and comment before being approved or implemented.

**6. NATIONAL REGISTER OF HISTORIC PLACES NOMINATION FOR THE BROWNE, PHELPS, SPINGARN AND YOUNG SCHOOLS HISTORIC DISTRICT:**

- a. Within twelve (12) months of the date of the last signature on this Agreement, DDOT shall hire a qualified firm to develop a draft National Register of Historic Places Nomination Form (Nomination) form that will include the research, maps, photographs and other information necessary to document the collective DC Inventory and National Register eligibility of the Browne, Phelps, Spingarn and Young Schools as one historic district. The draft Nomination shall specifically cite the Spingarn landmark designation for information concerning that school.
- b. The draft Nomination shall evaluate and document the history and architecture of each individual school, summarize the information contained within the existing landmark designation for Spingarn, and also address the schools’ collective significance which results from their common architectural vocabulary, formal campus-like organization and setting, surrounding open space, associated view views and vistas and other related matters. Proposed boundaries and contributing and non-contributing elements for the historic district shall also be provided and all of the archaeological investigations that have been carried out within those boundaries shall be addressed.
- c. The draft Nomination shall be provided to the SHPO for review and shall be revised by the qualified firm in accordance with any SHPO comments until it is formally accepted by the SHPO.

**7. CONSULTATION REGARDING FUTURE STREETCAR ROUTES, CARBARNS, POWER SUB-STATIONS AND RELATED MATTERS:**

- a. In consultation with SHPO, DDOT will work to develop ways to avoid locating any above-ground power substations within public space for any future streetcar lines. DDOT shall also make reasonable and good faith efforts to avoid locating these above ground substations in public space. If any instances should arise in which it appears that it may be technically and financially not feasible to avoid locating an above-ground power substation in public space, DDOT shall consult with SHPO and other representatives from the Office of Planning (OP) to ensure that alternative locations have been identified and eliminated as viable options. If it is determined to be technically and financially not feasible to avoid locating a power substation in public space, DDOT shall then consult further with SHPO to develop mitigation measures that will be carried out to offset the effects of the above ground power substation proposed in public space.
- b. Within three (3) months of the last signature on this Agreement, DDOT shall schedule a meeting with SHPO and other representatives from OP to begin the process of identifying and refining future streetcar routes, appropriate locations for future carbarns and power sub-stations and to develop design and development criteria that can be utilized to avoid and minimize adverse effects on historic properties and to meet other planning-related requirements.
- c. DDOT shall make a reasonable and good faith effort to identify and consider a range of alternative routes and locations and to implement any mutually agreed upon measures. DDOT shall also provide opportunities for public review and comment on the range of alternatives within historic districts and shall take any comments the public may provide into account in making its final decisions.
- d. These meetings with SHPO and OP will continue quarterly through the full development of streetcar planning and can be cancelled if agreed to by the Signatories.

**8. ARCHAEOLOGICAL INVESTIGATIONS:**

- a. DDOT conducted archaeological investigations consisting of geoarchaeological coring at the carbarn site. The study results reported in a management summary dated August 7, 2012 indicate that there is no remaining archaeological potential for intact resources within the Project area. The SHPO concurs with the recommendation that no additional archaeological investigations are needed for this parcel. A technical report to summarize these findings shall follow the SHPO's 1998 *Guidelines for Conducting Archaeological Investigations in the*

*District of Columbia*, as amended, and shall be submitted to SHPO for review and comment as soon as possible. The report shall be revised until approved by SHPO. A final revised report will then be submitted for the SHPO's records.

- b. All resulting artifact collections, images, field notes, records, digital data, and geospatial data generated by the archaeological investigations pursuant to this Agreement will be curated by the SHPO.

**9. UNANTICIPATED ARCHAEOLOGICAL DISCOVERIES:**

- a. In the event that a previously unidentified archaeological resource or post-review discovery is identified, all construction work involving subsurface disturbance will be halted in the area of the resource and in the surrounding area where further subsurface remains can reasonably be expected to occur.
- b. DDOT will notify SHPO in writing by email and by telephone immediately upon discovery of potentially significant archaeological remains. SHPO or a representative will visit the site within 48 hours of such notification. SHPO will inspect the work site and determine the area and the nature of the affected archaeological resource. Construction may then continue in the Project area outside the resource area after the boundaries of the site have been determined.
- c. Within ten (10) working days of the original notification of discovery, DDOT, in consultation with SHPO, will determine the eligibility of the resource for inclusion in the DC Inventory and the National Register. If archaeological investigations are necessary to evaluate or mitigate adverse effects to post review discoveries, a work plan will be submitted to the SHPO for review and approval. The investigations shall be conducted by consultants meeting the Secretary of the Interior's Professional Qualifications Standards, as amended and annotated, (36 CFR Part 61). The work will follow SHPO's 1998 *Guidelines for Conducting Archaeological Investigations in the District of Columbia*, as amended.
- d. If the resource is determined eligible for the DC Inventory or National Register, treatment of the eligible archaeological resources will be determined in consultation with the SHPO. Work in the immediate resource area shall not proceed until the development and implementation of appropriate data recovery or other recommended mitigation procedures is completed, or until such time that SHPO determines that it is appropriate to resume work. If the resource is determined not eligible for inclusion in the DC Inventory or National Register, then work in the resource area may proceed.
- e. All materials and records resulting from post-review discovery investigations will be curated in accordance with all standards and guidelines cited in Stipulation 8

above.

- f. Technical reports generated as a result of data recovery will be responsive to contemporary professional standards, according to the U.S. Department of the Interior's *Format Standards for Final Reports of Data Recovery Programs* (42 FR 5377-79) and meet all standards and guidelines cited in Stipulation 8 above.

**10. TREATMENT OF HUMAN REMAINS:**

- a. If human remains are discovered during construction, DDOT will notify SHPO of the discovery and DDOT will ensure that all ground-disturbing activities in the immediate area of the discovery cease immediately and remain halted until all of the following actions have been carried out:
  - b. Within twenty-four (24) hours, DDOT shall implement measures to protect the human remains from inclement weather and vandalism, and notify the District of Columbia Office of the Chief Medical Examiner (OCME) of the discovery. Sufficient description of the discovery shall be provided to allow OCME to complete its obligations under Statute § 5-1406 of the District of Columbia Code or other applicable law(s).
  - c. If the OCME determines that the human remains are not subject to a criminal investigation by local or federal authorities, DDOT shall determine appropriate disposition in consultation with SHPO. DDOT shall comply with all applicable federal and District of Columbia laws and regulations governing the discovery and disposition of human remains and consider the Advisory Council on Historic Preservation's 2007 Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects.

**11. ELECTRONIC COPIES:**

Within one week of the last signature on this Agreement, DDOT shall provide 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, DDOT shall provide the file to SHPO via a compact disc.

**12. REPORTING:**

Every six (6) months from the date of the last signature on this Agreement, DDOT shall provide SHPO with a summary report to identify the steps that DDOT has taken to fulfill the stipulations of this Agreement as well as any scheduling changes proposed and any problems encountered. DDOT shall continue to provide these reports until the stipulations are fulfilled or until the Agreement is expired or terminated.



**13. AMENDMENTS:**

This Agreement may be amended when such an amendment is agreed to by all Signatories. The amendment shall be effective on the date a copy of the amendment is signed by all Signatories.

**14. DISPUTE RESOLUTION:**

Should any Signatory to this Agreement object in writing to the manner in which any action is being carried out or not carried out in accordance with this Agreement, the Signatories shall consult to resolve the objection. If the objection cannot be resolved, SHPO shall forward all documentation relevant to the dispute to the Board. Within fifteen (15) days of receiving the Board's comments, the SHPO shall provide final written comments to DDOT which shall incorporate the comments of the Board. The Director of DDOT shall take the SHPO's comments into account in reaching a final decision on the subject of the dispute. Within thirty (30) days of receipt of the SHPO's final comments, the Director of DDOT shall respond to the SHPO in writing. The response shall indicate how DDOT has taken the SHPO comments into account and shall specify the rationale for DDOT's final decision on the subject of the dispute. DDOT may then move forward with the matter that was the subject of the dispute in accordance with the terms of its final decision. Any Board recommendation or comment will be understood to pertain only to the subject of the dispute. DDOT's responsibility to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged.

**15. TERMINATION:**

If a Signatory to this Agreement determines that its terms will not or cannot be carried out, that Signatory shall immediately consult with the other Signatory to attempt to develop an amendment per Stipulation 13 above. If, within thirty (30) days or another time period agreed upon by all Signatories, an amendment cannot be reached, any Signatory may terminate the Agreement upon written notification to the other Signatories. If this Agreement is terminated, the SHPO may refer any outstanding matters relating to the H Street/Benning Road Streetcar Line to the District of Columbia Historic Preservation Review Board for review and comment.

**16. ANTI-DEFICIENCY ACT:**

The Signatories acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any obligations of any kind pursuant to any and all provisions of this Agreement, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 USC sec. 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code sec. 47-355.01-355.08 (2001 ed.), (iii) D.C. Official Code sec. 47-105 (2001 ed.); and (iv) D.C. Official Code sec. 1-204.46 (2006 supp.), as the forgoing statutes are applicable and as they may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**17. DURATION:**

This Agreement shall be effective on the date of the last signature and shall remain in effect for ten (10) years or until all the stipulations listed herein have been fulfilled, whichever comes first. However, if the stipulations have not been fulfilled at the end of ten (10) years, the Signatories shall consult to determine if an amendment is appropriate.

**18. COORDINATION WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT:**

The Signatories of this Agreement acknowledge that its stipulations may be applied to any future agreement documents that may be developed if the requirements of Section 106 are triggered by any federal undertakings related to DC's streetcar system.

**19. EXECUTION:**

The Signatories may execute this Agreement in counterparts, each separately and together constituting one and the same document. Execution and delivery of this Agreement by electronic mail shall be sufficient for all purposes and shall be binding on any Signatory to this Agreement. Execution of this Agreement by DDOT and SHPO and implementation of its terms evidence that DDOT has taken into account the effects of this District of Columbia undertaking on properties listed and eligible for listing in the District of Columbia Inventory of Historic Sites and has consulted with and afforded the SHPO a reasonable opportunity to comment on the undertaking.

**20. RECITALS:**

The recitals are incorporated herein by reference.

**21. NOTICES:**

The following individuals are the contact persons for each Signatory under this MOA:

**DDOT:**

Ali Shakeri, P.E.  
Program Manager, Wards 5 & 6  
District Department of Transportation (DDOT)  
Infrastructure Project Management Administration (IPMA)  
55 M Street SE, 4th Floor  
Washington, D.C. 20003  
Phone: 202-671-4612

**SHPO:**

C. Andrew Lewis  
Senior Historic Preservation Specialist  
DC State Historic Preservation Office  
Office of Planning  
1100 4th Street, SW, Suite E650  
Washington, DC 20024  
Phone: 202-442-8841

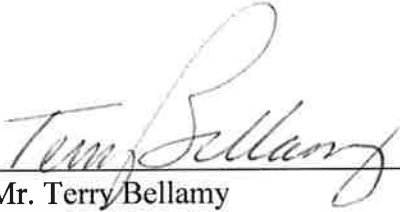
**22. AUTHORITY FOR MOA:**

D.C. Official Code §§ 1-301.01(k), 8-109.01 et seq., 50-921.03(3)(E), 50-921.04(1)(A)-(D), and 50-921.05(b) (2013).

**[SIGNATURES FOLLOW ON SEPARATE PAGES]**

**SIGNATURE PAGE**  
**THE ONE CITY STRETCAR LINE: H STREET/BENNING ROAD, NE**  
**MEMORANDUM OF AGREEMENT**


DISTRICT DEPARTMENT OF TRANSPORTATION

  
\_\_\_\_\_  
Mr. Terry Bellamy  
Director

  
\_\_\_\_\_  
Date

**SIGNATURE PAGE**  
**THE ONE CITY STREETCAR LINE: H STREET/BENNING ROAD, NE**  
**MEMORANDUM OF AGREEMENT**

**DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER**

  
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Mr. David J. Maloney  
District of Columbia State Historic Preservation Officer

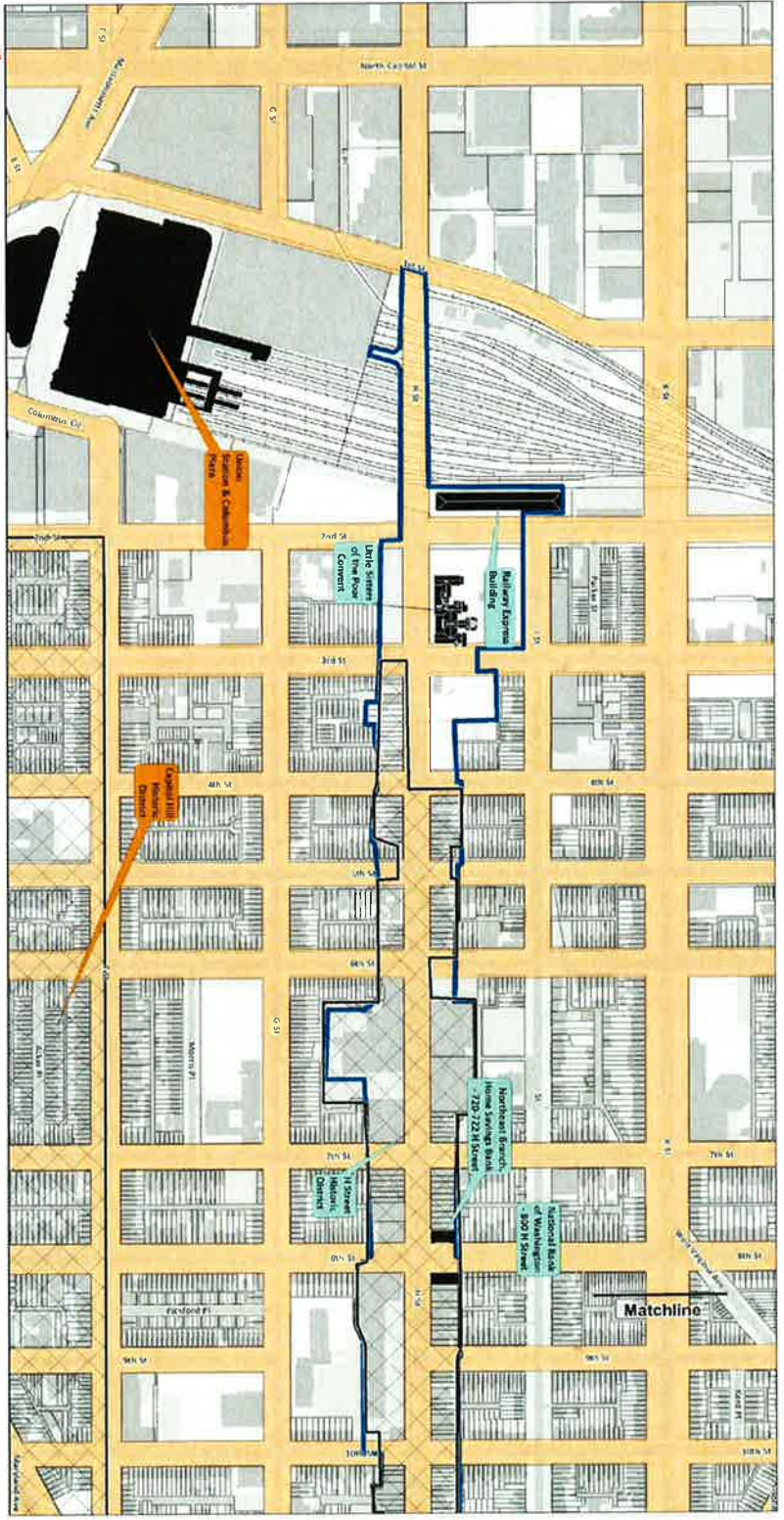
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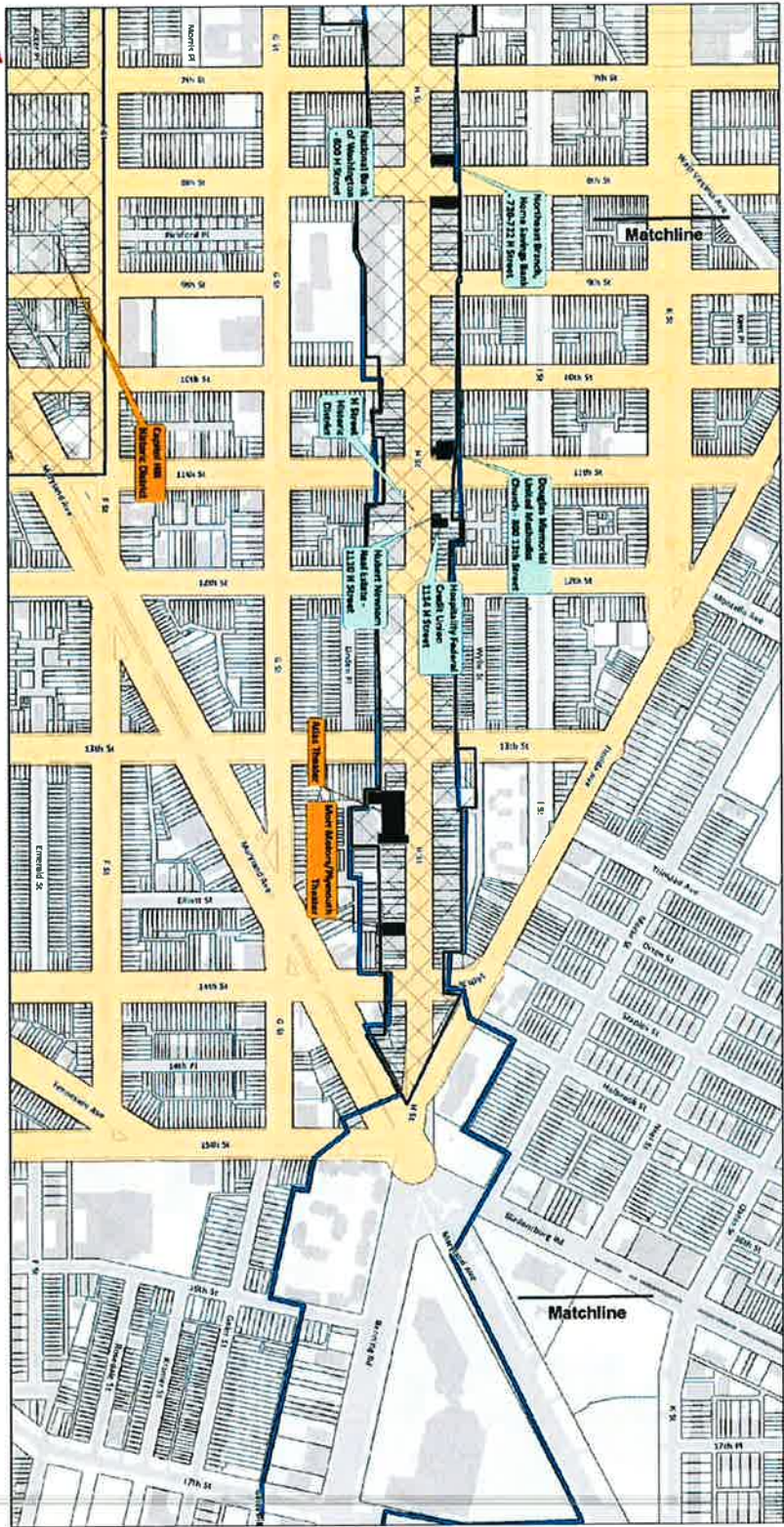
**ATTACHMENT "A"**  
**ONE CITY STREETCAR LINE: H STREET/BENNING ROAD, NE**  
**MEMORANDUM OF AGREEMENT**  
**PROPOSED STREETCAR CORRIDOR/AREA OF POTENTIAL EFFECTS AND**  
**HISTORIC PROPERTIES**

- JARC
- Historic District Label DC Inventory/NIH Eligible
- Historic Structure DC Inventory/NIH Label
- Termini Plan (DC Inventory/NIH Label)
- Label DC Inventory/NIH Eligible
- DC Inventory/NIH Label
- DC Percent (7/2011)
- Urban Station
- Buildings

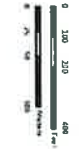


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Map of Washington, DC  
Map of Washington, DC  
Map of Washington, DC





- APE
- Historic District
- Historic Structure
- Labeled Plan (DC Inventory/NI Labeled)
- DC Inventory/NI Label
- DC Inventory/NI Land
- DC Parcel (1/2011)
- Union Station
- Buildings



Project: Landmark Context, Core  
 Map: 1st and 2nd Landmark, 100  
 Date: 10/20/2011  
 Map Scale: 1" = 100'





