

INTERAGENCY AGREEMENT

**Between the
U.S. GENERAL SERVICES ADMINISTRATION,
PUBLIC BUILDINGS SERVICE
and the
U.S. DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE,
NATIONAL MALL AND MEMORIAL PARKS**

I. Purpose

The purpose of this Interagency Agreement between the U.S. General Services Administration (GSA) and the U.S. Department of the Interior, National Park Service, National Mall and Memorial Parks (NPS) is to carry out the obligations of GSA and NPS (Parties, each individually, Party) as defined in Section 4 of Public Law 98-1, 97 Stat. 4 (Feb. 15, 1983)(the Act), which directed GSA to "...execute an agreement with the Secretary of the Interior providing for operation of the observation tower...by the National Park Service and further providing...for transfer to the National Park Service...such sums as may be necessary to operate the observation tower." The Old Post Office Tower (Tower) is listed on the National Register of Historic Places pursuant to 54 U.S.C. Chapter 3021, and is a primary element in the Pennsylvania Avenue National Historic Site. The tower is part of the Old Post Office Building (OPO), which is located on the southeast corner of Pennsylvania Avenue and 12th Street, NW, Washington, D.C. In August 2013, a 60-year ground lease was signed between GSA and the Trump Organization to redevelop the OPO and operate it as a hotel.

II. Roles

GSA administers the OPO Building and leases it to the Trump Organization, which has the primary responsibility for the overall management of the OPO Building pursuant to the ground lease referenced above. The NPS is solely responsible for providing visitor services for the Tower, as described below.

III. Responsibilities

The Parties mutually agree:

1. The Tower shall be operated in a manner consistent with the requirements of the Act, this Agreement, and the annual NPS Operations Plan and Budget (Plan and Budget) described below.
2. Any operational concerns regarding the Tower noted by either Party shall be brought to the attention of the other Party and shall be resolved in a timely and mutually acceptable manner. Both parties agree to use their best efforts to resolve any concerns and cooperate in good faith.

A. NPS will provide:

1. Education and interpretation services for visitors to the Tower. The GSA and NPS shall mutually agree upon the hours and operational conditions of the Tower in the

- annual Plan and Budget, described below. GSA will not require NPS to host, plan, or staff any special events or alter its normal operations to accommodate any hotel special events. Any special events allowed by GSA or its lessee should not impact the normal business operations of the Tower nor should the NPS incur any additional expenses such as overtime to accommodate them. Special events will not be allowed in the NPS office areas, only in the visitor areas of the OPO Tower.
2. Identification of any additional design needs for the visitor spaces on the ground, 9th, 10th, and 12th floors of the Tower.
 3. Proposed modifications, alterations, and construction plans for space alterations to GSA for review and written approval to ensure the integrity of the historical character of the Tower and its fixtures.
 4. An annual Plan and Budget to be submitted to GSA by each July 15th for the following fiscal year. The Plan and Budget will be reviewed and approved by GSA by September 1st for the following fiscal year's operation and attached following the last page of this agreement. Any modification to the Plan and Budget must be mutually agreed upon in writing by the Parties. Upon enactment of GSA's appropriation, operating funds will be transferred to the NPS/NAMA within 30 days per section "VI. Funding".
 - a. The Plan and Budget will provide:
 - i. Proposals and estimated costs for exhibits or other visual aids to interpret key themes of the site such as planning and development of the Nation's Capital; the L'Enfant Plan; Pennsylvania Avenue National Historic Site; historic places, national landmarks, and cityscape; historic preservation; the OPO Building and Tower; and the Ditchley Bells of Congress;
 - ii. Operational staffing needs and costs;
 - iii. Hours of operation; and,
 - iv. A plan for potential volunteer services and/or partnerships to support NPS operations.
 - b. Each fiscal year's Plan and Budget shall be deemed to be incorporated into this Agreement by reference
 - c. Public information services for the NPS activities in the Tower.
 5. Coordination with the Washington Ringing Society for the ringing of the Ditchley Bells of Congress on holidays and on special occasions, as well as weekly practice sessions.
 6. Reasonable notice of all activities of the NPS at the Tower that may affect GSA or the Trump Organization.
 7. Visitor and staff safety in a manner consistent with NPS safety and management policies, in areas assigned to NPS at the Tower. This will include following the 25-person maximum occupancy limit for the Tower.
 8. Coordination with GSA contractors providing services relating to the Tower, consistent with NPS management responsibility.

9. An Occupant Emergency Plan for the NPS-operated space to be approved by GSA.
10. Notice when NPS elects to furnish services or events outside the scope of this agreement.

B. GSA will provide:

1. Finished spaces in the ground floor waiting area, the 9th, 10th, and 12th floors of the Tower including adequate public access (including access for those with disabilities) to elevator facilities to all levels, as well as equipment necessary for the presentation of approved NPS activities related to the Old Post Office Building and Tower and the Pennsylvania Avenue National Historic Site. GSA agrees to future improvements of the finishes for the public spaces on the 9th floor as funding is available, to the extent consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties and permitted under the Programmatic Agreement entered into between GSA, NPS, and other parties on May 23, 2013, pursuant to Sections 106, 110, and 111 of the National Historic Preservation Act, 54 U.S.C. §§ 306108, 306107, 306121, and 306122.

Recommended finishes include the following:

- a. all hallways from the 9th floor elevator entrance through the hall/balcony area in and around the bell ringer space and back hall areas will include a 12"x24" tile in running bond pattern by Dal-Tile, Invoke Colorbody Porcelain, Sheer Glow ID01 with matching grout;
 - b. the bell ringer platform to have a 24" border around the entire platform of the same floor tile, and a carpet insert by Mohawk Group, Bending earth line, Caliber tile, color Feldspar – 7858;
 - c. base trim in these spaces shall be a wood base, one-piece of similar profile to Smoot Lumber Company Baseboard #163E - 9/16" x 5-1/4" throughout; door and window casing shall be wood, one-piece of similar profile to Smoot Lumber Company Adams Casing #97 - 1-1/16" x 3-1/2".
2. Design recommendations and approvals for any modifications to the visitor spaces in the waiting area on the ground floor, 9th, 10th, and 12th floors of the Old Post Office Tower. Such recommendations may be submitted to the NPS for review and comment.
 3. The NPS operation and staffing funds as agreed to in the Plan and Budget. This amount will be agreed to by the Superintendent of National Mall and Memorial Parks each year preceding the beginning of the affected fiscal year and will be documented by GSA.
 4. Maintenance services including elevator maintenance, repair and rehabilitation of space and audiovisual equipment in all areas assigned to the NPS, lighting, electrical, plumbing, painting, and miscellaneous fit and finish needs and all outside signs at no expense to the NPS. These services and repairs shall be completed in a timely manner so as not to affect the operation of the Tower. Any

mutually agreed-upon exceptions must be funded through the Plan and Budget.

5. Janitorial services for NPS occupied office and visitor spaces to include trash pickup, vacuuming, sweeping, restroom cleaning, etc.
6. All utility services (electricity, heat, air conditioning, water, local phone services and a reasonable cost of long distance services), reasonably necessary for NPS operations in accordance with agreed-upon services.
7. Public restrooms on the ground floor accessible to all visitors, including those with disabilities, and provisions for emergency public restroom use by visitors or NPS/staff in the 9th floor NPS space.
8. Reasonable notice of all activities GSA is aware of that may affect NPS activities at the Tower.
9. The identification of cost effective measures, mutually agreed upon by both parties, for providing Tower services to ensure continued public services and access.
10. The design, construction, and installation of interpretive exhibits for the visually impaired visitors and will manage the contracting requirements and coordinate with the NPS on content and design.
11. Assistance to NPS, as needed, in collaborating with the Trump Organization on the building-wide Occupant Emergency Plan and the Occupant Emergency Plan for the NPS-specific space.
12. Security services for the NPS-occupied Clock Tower space.
13. GSA shall comply with 36 CFR part 1191, Appendices C and D (Architectural Barriers Act Chapters 1 and 2, and Chapters 3 through 10) to provide a fully accessible or approved alternative visitor experience throughout the Tower. During the term of this agreement GSA will complete an independent feasibility study to examine the modification or removal of the tiered concrete structure on the 12th floor to bring the observation tower into compliance. GSA will also produce and make publicly available a video about the tower experience to be installed with the exhibits, for visitors with accessibility needs who cannot access the observation tower. GSA will share the results of the feasibility study with NPS.

GSA shall comply with all emergency egress requirements throughout the Old Post Office Tower, including the public and staff spaces. GSA agrees to ensure necessary modifications are made to areas that do not currently meet the egress requirements of National Fire Protection Association 101 - The Life Safety Code, or GSA shall provide alternate means and methods to meet the intent of the Life Safety Code as approved by the Authority Having Jurisdiction (GSA Fire Protection Engineering Team).

IV. Term of Agreement

This agreement will commence on the date of the last signature affixed by GSA or NPS and will remain in effect until September 30, 2019, at which time the Agreement may be renewed upon the written agreement of both Parties, such writing to contain the new term and be attached to this Agreement. Consistent with the provisions of the Act, or any other superseding law or regulation, either Party may terminate this agreement upon 90-day notification to the other Party.

V. Assignment

No transfer or assignment of this Agreement, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by the Parties.

VI. Funding

Pursuant to Part III, Responsibilities (A)(4) of the agreement, the approved annual operating plan provides funding for fiscal year 2019. Funding will be transferred via a 7600B, United States Government Interagency Agreement Form, to NPS and is not provided in advance of expenditures. Expenditures charged toward this agreement will not exceed the approved annual operating plan. If expenditures are projected to exceed the originally approved annual operating plan, a modification to the annual operating plan will be submitted by NPS to GSA for concurrence.

Due to continuing resolution constraints, funding will be provided by GSA to NPS on a periodic basis using the form 7600B. This document will be used for the justification and transfer of funds and expenditures between parties for the period of time listed on the 7600B, section 27, and funding provided for in the same period, not to exceed the approved annual operating plan for the applicable fiscal year.

VII. Accounting and Billing

Accounting: Accounting information will be provided in the 7600B, section 28 with reference to the Agency Location Code, Treasury Account Symbol, ordering activity DUNS code, and supplemental accounting information.

Billing: Billing information will be provided in the form 7600B, sections 32 through 34. Expenditures will cease to be collected 6 months after the fiscal year due to administrative changes in expenditures from the applicable fiscal year in which they were charged are made.

VIII. Liability

Each Party agrees to assume responsibility for any and all claims resulting from the acts or omissions of its employees or representatives, to the greatest extent permitted by law. In the event a claim is brought under the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*, (FTCA), it shall be the responsibility of the Party receiving the claim to coordinate with the other Party regarding responsibility to investigate any such claim, to issue an administrative

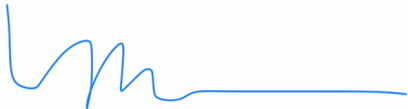
determination as required by the FTCA, and to assist in the defense of any litigation arising from any such claim, and the other Party to cooperate in this effort.

IX. General

1. Nothing herein contained shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purpose of this Agreement for that fiscal year, or to involve the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.
2. No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.
3. GSA and NPS agree that the term "days", as used in this Agreement, means Federal business days.
4. GSA and NPS agree to provide contact information, updated annually, for key contacts in both organizations, including those staff who are responsible for operation and maintenance of the tower. Each Party will include as key contacts those managers who are able to make decisions and support resolution of disputes related to operation and maintenance of the Tower.

X. Approval

For the National Park Service



Lisa Mendelson
Regional Director
National Mall and Memorial Parks

Date _____

For the U.S. General Services Administration



Darren J. Blue
Regional Commissioner
Public Buildings Service
National Capital Region

12/28/2018

Date