

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF THE TREASURY,
BUREAU OF ENGRAVING AND PRINTING AND
THE MARYLAND STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE CONSTRUCTION AND OPERATION OF A
REPLACEMENT CURRENCY PRODUCTION FACILITY
AT THE BELTSVILLE AGRICULTURAL RESEARCH CENTER,
BELTSVILLE, MARYLAND**

WHEREAS, the United States Department of the Treasury, Bureau of Engraving and Printing (BEP) proposes to construct and operate a replacement currency production facility at a site within the United States Department of Agriculture's (USDA) Beltsville Agricultural Research Center (BARC) in Beltsville, Maryland (MD); and

WHEREAS, BEP has determined that the construction of this replacement facility and associated activities constitutes an "undertaking" (Undertaking) as defined in 36 C.F.R. § 800.16(y) and is subject to Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations at 36 C.F.R. Part 800; and

WHEREAS, BEP has defined the undertaking's area of potential effect (APE), as shown in Figure 1; and

WHEREAS, BEP, in consultation with the Maryland State Historic Preservation Officer (MD SHPO), has conducted efforts to identify historic properties in the APE, including archaeological and architectural resources; and

WHEREAS, BEP has completed the following archaeological surveys, *Phase I Archaeological Survey, Bureau of Engraving and Printing Facility, Beltsville Agricultural Research Center, Prince George's County, Maryland, Phase I Archaeological Survey of 19-Acre Entrance Road, Bureau of Engraving and Printing Facility, Beltsville Agricultural Research Center, Prince George's County, Maryland, and Phase II Archaeological Evaluation of 18PR1161 and 18PR1184, Bureau of Engraving and Printing Facility, Beltsville Agricultural Research Center, Prince George's County, Maryland* and BEP has determined that no significant archaeological resources will be affected by the undertaking, and the MD SHPO concurred with this determination by letter dated November 13, 2020; and

WHEREAS, BEP surveyed eleven (11) architectural resources within the direct APE and forty-two (42) architectural resources within the viewshed APE and evaluated their eligibility for the National Register of Historic Places, and the MD SHPO concurred with the BEP's conclusions via letters dated December 5, 2019 and September 8, 2020; and

WHEREAS, BEP has determined in a letter dated October 30, 2020 that the undertaking will have an adverse effect on the Beltsville Agricultural Research Center Historic District (MIHP #PG:62-14) which is eligible for listing in the National Register of Historic Places, given the proposed demolition of 22 contributing resources to the BARC Historic District and construction of the new facility within the district, and has consulted with the MD SHPO, pursuant to 36 CFR Part 800, the regulations implementing NHPA, and the MD SHPO concurred with this determination in a letter dated November 13, 2020; and

WHEREAS, pursuant to 36 C.F.R. § 800.2(c)(2), BEP invited the following federally recognized tribes, the Delaware Nation, the Delaware Tribe of Indians, the Seneca-Cayuga Nation, the Oneida Indian Nation, the Tuscarora Nation of New York, the Onondaga Nation, and the Saint Regis Mohawk Tribe, to consult

on this undertaking, and the Delaware Nation (on December 12, 2020) and the Oneida Nation (on November 24, 2020) responded by electronic mail that they did not wish to participate; and

WHEREAS, BEP has consulted with the Maryland-National Capital Park and Planning Commission (MNCPPC), the National Capital Planning Commission (NCPC), USDA-BARC, and the Anacostia Trails Heritage Area (collectively Consulting Parties) regarding the effects of the undertaking on historic properties and has invited them to sign this Memorandum of Agreement (MOA) as concurring parties (Concurring Parties); and

WHEREAS, NCPC has participated in the consultation as a Consulting Party, and NCPC has a review authority over federal projects located in the national capital region (40 USC § 8722 (b)(1)), and in a meeting before the public, reviewed and commented on a concept design for the undertaking on April 1, 2021, and in a meeting before the public, will review and comment on the final design for the undertaking; and

WHEREAS, USDA-BARC, MNCPPC, and the Anacostia Trails Heritage Area have agreed to sign this MOA as Concurring Parties; and

WHEREAS, BEP completed a detailed viewshed analysis to evaluate the impact of the new facility on the BARC Historic District, and the results of that analysis were presented to the Consulting Parties at a meeting on December 4, 2020; and

WHEREAS, BEP has considered alternatives and modifications to the undertaking to avoid, minimize, or mitigate adverse effects to historic properties, including choosing another federally owned site with an available developable one hundred (100) acres in the National Capital Region, and no other site met the undertaking's required site criteria, and BEP has agreed to incorporate measures to minimize and mitigate the adverse effect as stipulated in this MOA; and

WHEREAS, BEP notified the Advisory Council on Historic Preservation (ACHP) of the undertaking's adverse effect on historic properties on November 20, 2020, pursuant to 36 C.F.R. § 800(a)(1), to provide ACHP the opportunity to participate in the consultation and development of this MOA, and after fifteen (15) days the ACHP did not respond they wished to participate; and

WHEREAS, BEP also sought public input and comments by posting an announcement of the adverse effect finding on the project's website and in the Federal Register (for 30 days starting November 6, 2020), and BEP has responded to all questions and comments received from the general public; and

NOW, THEREFORE, BEP and the MD SHPO (Signatories) agree that the construction of the new replacement currency production facility shall be carried out in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

STIPULATIONS

BEP shall ensure the following stipulations are carried out.

1. Avoidance

- a. BEP shall maintain to the extent possible the forested vegetative buffers along the northern and eastern boundaries of the project site to avoid and minimize visual effects to the BARC Historic District. Additional vegetative screening will be incorporated into the design along the western and southern boundaries. The MD SHPO will have the opportunity to review the specifics of the proposed vegetative screening per Stipulation 2(b).
- b. In completing this undertaking, BEP shall avoid the archaeological site, 18PR1157, on the northeast boundary of the site and ensure that the site is not impacted by any construction related activities, equipment, and associated actions. BEP shall ensure site avoidance by erecting temporary silt fencing along the area illustrated on Figure 3 and by including specific avoidance provisions in its construction documents and contractor specs. BEP shall consult with the MD SHPO and the Consulting Parties, per Section 106 of the NHPA, if any future BEP undertakings may affect the site, at such time.

2. Design Review

- a. BEP shall abide by guiding design principles for the replacement currency production facility to minimize the appearance of the facility on the landscape. The overarching guiding design principle for the new facility is to integrate the building into the pastoral landscape consciously, keeping the building as low as possible above grade. The building will be shielded by the natural topography and vegetation to minimize the building's visibility from the adjacent public roads.
- b. The BEP shall submit the 65% design package for the site layout, vegetative screening, and building exterior to the MD SHPO and Consulting Parties for review and comment. The MD SHPO and Consulting Parties will submit comments, if any, to the BEP. BEP will consider comments received, and BEP will provide written responses to any questions or concerns.
- c. The BEP will submit the 95% design package to the MD SHPO and Consulting Parties for review and comment. The MD SHPO and Consulting Parties will submit comments, if any, to the BEP. BEP will consider comments received and provide written responses to any questions or concerns.

3. Timing for Review and Comments

- a. All references to time periods in this MOA are in calendar days unless otherwise stated. If a review period included in this MOA ends on a Saturday, Sunday, or Federal holiday, the review period will be extended until the first business day following the Saturday, Sunday, or Federal holiday.
- b. Except as otherwise stated in this MOA, the MD SHPO and the Consulting Parties agree to provide comments on all submitted documentation arising from this MOA within thirty (30) calendar days of receipt. If no comments are received from the MD SHPO or other Consulting Parties within the thirty (30)-day review period, BEP may assume the non-responding party

has no comments. BEP shall provide written responses to all MD SHPO or other Consulting Parties comments or concerns received within the thirty (30)-day review period.

4. Mitigation

- a. Public Interpretation: BEP is incorporating a public tour into the design of the new facility. BEP shall include in the public tour, at minimum, one (1) educational panel concerning the historic significance of the site and how the research buildings along Poultry Road contributed to the BARC historic district. Within two (2) years of the last signature on this MOA, BEP shall submit a draft design of this exhibit, including proposed text, images, materials, and placement, to the MD SHPO and the Consulting Parties for their review and comment. The exhibit will be permanent and installed in a prominent publicly accessible area. BEP will install the exhibit in conjunction with construction of the undertaking and transition plan for moving personnel and equipment into the new facility. BEP will provide the MD SHPO with digital photographs of the completed exhibit within sixty (60) days of installation.
- b. Public Interpretation: BEP shall develop and host information about the site's history and significance on the replacement facility's new public facing website. Within five (5) years of the last signature on this MOA, BEP shall submit the proposed draft text, images, and design to include on the website to the MD SHPO and Consulting Parties for their review and comment. BEP will provide a link to the website section and host a virtual walkthrough of the website for the MD SHPO and Consulting Parties upon its completion.
- c. Documentation: BEP shall complete a detailed history of poultry research at BARC during the 20th century, particularly focused on the BARC Historic District's period of significance. At minimum, this professional report will discuss how the laboratories along Poultry Road contributed to local and national agricultural research efforts and will provide a historic context for BARC poultry facilities. The context will highlight the history, development, substantive contributions and researchers, and the architectural resources of the BARC poultry facilities.
 - i. The report shall be completed by an architectural historian, preservationist, or historian that meets the *Secretary of the Interior's Professional Qualification Standards*.
 - ii. The historic context should utilize the approach for developing historic contexts outlined in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716)
 - iii. Within five (5) years of the last signature on this MOA, BEP shall provide the draft complete report to the MD SHPO and other Consulting Parties for their review and comment. BEP shall incorporate any comments received at the end of the thirty (30) day comment period into the final report.
 - iv. BEP shall provide electronic and hard copies of the final completed report to the MD SHPO and USDA-BARC, and to the Consulting Parties upon request.

5. Dispute Resolution

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

- a. Forward all documentation relevant to the dispute, including the BEP's proposed resolution, to the ACHP. The ACHP shall provide BEP with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, BEP shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories and Concurring Parties, and provide them with a copy of this written response. BEP will then proceed according to its final decision.
- b. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, BEP may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, BEP shall prepare a written response that takes into account any timely comments received during the dispute consultation from the MD SHPO and Concurring Parties to the MOA, and provide them and the ACHP with a copy of such written response.
- c. BEP's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

6. Annual Report

BEP will update the Signatories, the Consulting Parties, and the public on the actions taken to implement the terms of this Agreement. The update will take the form of a report submitted on an annual basis from the effective date of the execution of this Agreement until its completion, at a minimum. The annual report shall include information regarding activities undertaken pursuant to this Agreement and information on the overall status of the Project.

7. Duration

This MOA shall be in effect for a period of ten (10) years from the date of the last Signatory's signature. All obligations under this MOA must meet established deadlines within the stipulations, and the entire Undertaking must be completed before expiration of this MOA. At any time in the six (6) month period prior to expiration of this MOA, BEP and MD SHPO can agree in writing to extend its duration with or without amendments. No extension or modification will be effective unless both Signatories to the MOA have agreed with it in writing.

8. Amendments

This MOA may be amended when an amendment is agreed to in writing by all Signatories. The amendment shall be effective on the date a copy is signed by all Signatory Parties. A copy of the amendment shall also be filed with the ACHP.

9. Termination

If a Signatory determines that the terms of the MOA cannot or are not being carried out, that party shall notify the Signatories in writing within 30 days and consult with the Signatories to seek amendment of the MOA, pursuant to Stipulation 8. If within sixty (60) days, an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatories. Once the MOA is terminated, and prior to work continuing on the Undertaking, BEP must (a) either execute a new MOA pursuant to 36 C.F.R. § 800.6 or (b) request comment from the ACHP, and take into account, and respond to the comments of the ACHP per 36 C.F.R. § 800.7(c). BEP shall notify the Signatories as to the course of the action it will pursue.

10. Unanticipated Discoveries

If in the course of the undertaking potential historic properties or archaeological resources are discovered or unanticipated effects on historic properties are found, BEP shall address these post-review discoveries in accordance with 36 C.F.R. § Part 800.13(b).

11. Availability of Federal Funds / Anti-Deficiency Act

The obligations of BEP under this MOA are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act and other applicable provisions of federal fiscal law. BEP shall make a reasonable and good faith effort to secure the necessary funds to implement its obligations under this MOA. If compliance with the Anti-Deficiency Act or other applicable provisions of federal fiscal law alters or impairs BEP's ability to implement its obligations under this MOA, BEP shall consult in accordance with Stipulation 8 (Amendments) and, if necessary, Stipulation 9 (Termination).

12. Applicable Law and Severability

This MOA shall be governed by and construed in accordance with the federal laws of the United States and, in the absence of controlling federal laws, in accordance with the laws of the District of Columbia, without regard to any conflict of laws principles thereof. If any provision of this MOA shall be or become illegal or unenforceable in whole or in part the remaining provisions shall nevertheless be valid, binding and enforceable.

Execution of this MOA and implementation of its terms evidences that BEP has taken into account the effects of the undertaking on historic properties and afforded the ACHP a reasonable opportunity to comment.

SIGNATORIES

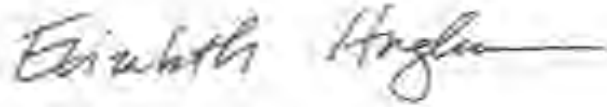
THE UNITED STATES DEPARTMENT OF THE TREASURY,
BUREAU OF ENGRAVING AND PRINTING

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LEONARD R. OLIJAR
Director

Date: _____

THE MARYLAND STATE HISTORIC PRESERVATION OFFICER



5-3-2021

Date: _____

ELIZABETH HUGHES
Director / State Historic Preservation Officer

CONCURRING PARTIES

USDA-ARS-NEA

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Date: _____

DR. THOMAS SHANOWER
Northeast Area Director


MNCPPC




Asuntha Chiang-Smith
Executive Director

Date: 12-May-2021

APPROVED AS TO LEGAL SUFFICIENCY


David S. Warner
M-NCPCC Legal Department
Date: May 3, 2021



Secretary-Treasurer
12-May-2021

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New Currency Production Facility

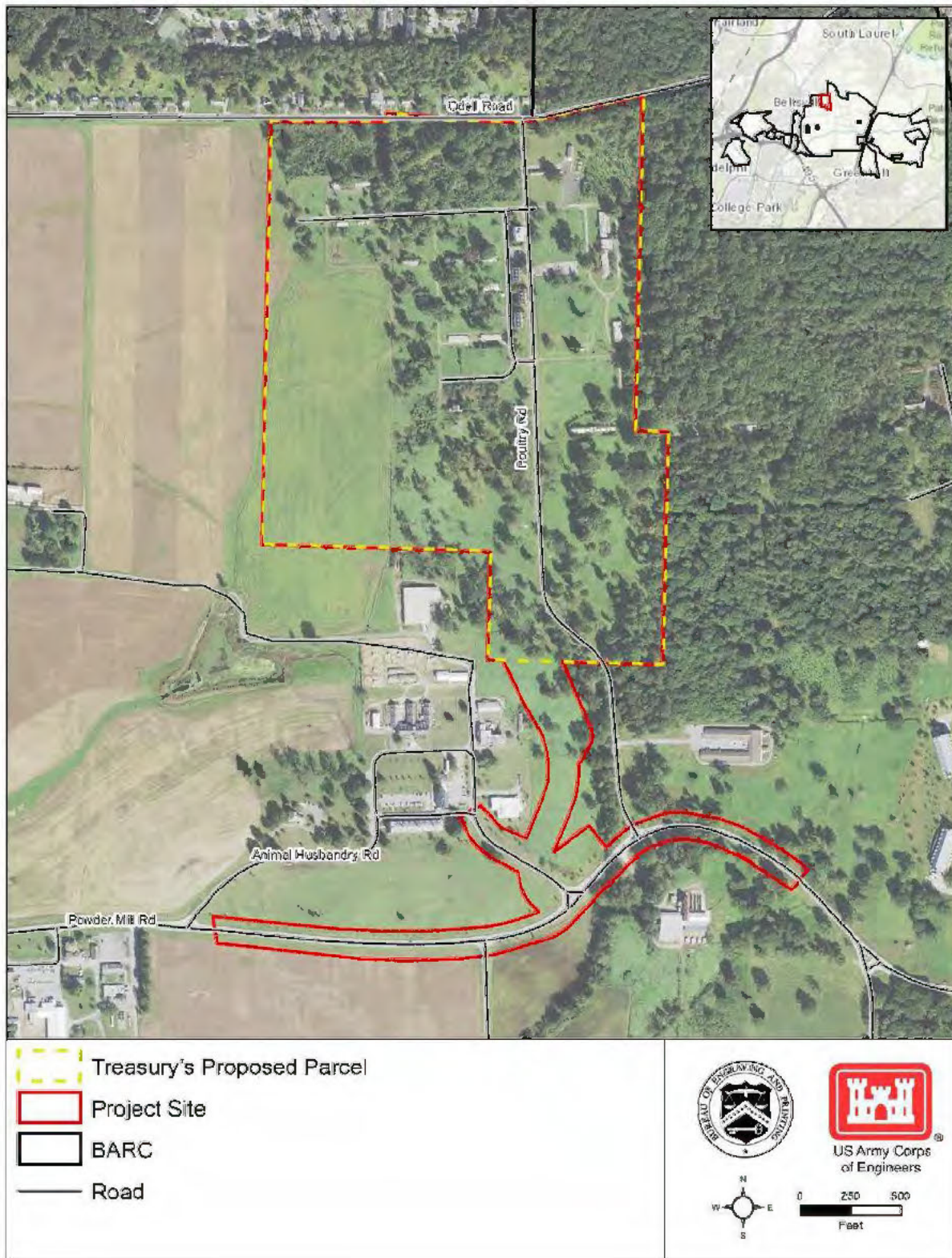


Figure 1: Location of the Proposed Undertaking



Figure 2: Area of Potential Effect

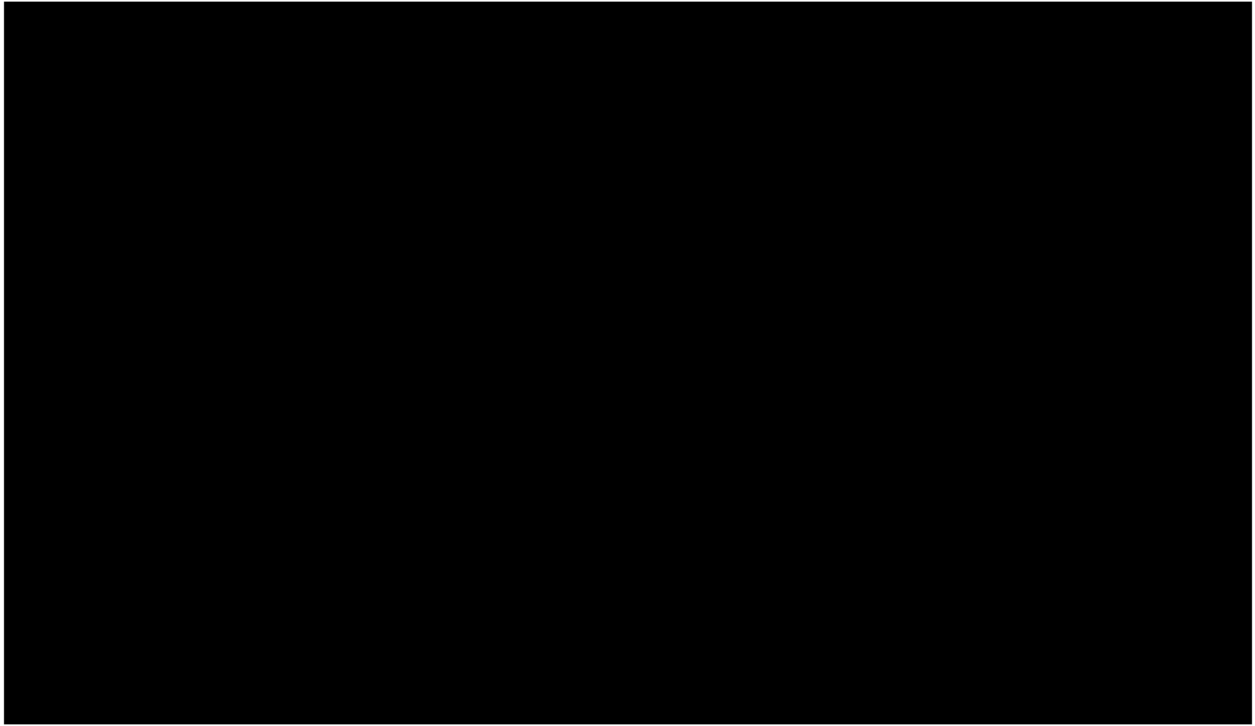


Figure 3: Avoidance of the Archaeological Site 18PR1157