

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NATIONAL PARK SERVICE
AND THE
MARYLAND STATE HISTORIC PRESERVATION OFFICE
REGARDING THE
CLARA BARTON PARKWAY CANTILEVER AND GLEN ECHO OVERPASS**

WHEREAS, George Washington Memorial Parkway, an administrative unit of the National Park Service (hereinafter NPS), proposes to replace the Clara Barton Parkway cantilever structure, reconstruct the adjacent retaining walls, and demolish the Glen Echo Overpass in Montgomery County, Maryland, and this action constitutes an Undertaking as defined by 36 CFR § 800.16(y), thereby requiring review under Section 106 of the National Historic Preservation Act of 1966 (NHPA) (54 USC § 306108) as implemented in 36 CFR § Part 800; and

WHEREAS, the NPS initiated Section 106 consultation on the Clara Barton Parkway Cantilever and Glen Echo Overpass Project (hereinafter the Project) with the Maryland State Historic Preservation Office (hereinafter MD SHPO) by letter dated December 18, 2024; and

WHEREAS, the NPS also sent letters to initiate government-to-government consultation with the following federally recognized American Indian tribes consistent with 36 CFR § 800.2(c)(2): Absentee Shawnee Tribe of Oklahoma, Catawba Indian Nation, Chickahominy Indian Tribe, Chickahominy Tribe Eastern Division, Delaware Nation, Eastern Shawnee Tribe of Oklahoma, Monacan Indian Nation, Nansmond Indian Nation, Pamunkey Indian Tribe, Rappahannock Tribe, Seneca Cayuga Nation, Shawnee Tribe, and Upper Mattaponi Indian Tribe; and

WHEREAS, the Chickahominy Tribe Eastern Division and the Shawnee Tribe responded on December 30, 2024, and February 11, 2025, respectively, that the Project is outside their area of interest. The Tribal Historic Preservation Office for the Catawba Indian Nation responded on January 21, 2025, requesting to be notified if any Native American artifacts and/or human remains are discovered within the APE. Responses have not been received from the other tribes as of the preparation of this Agreement; and

WHEREAS, NPS has also invited the following parties to consult regarding the effects of the Undertaking on historic properties: National Capital Planning Commission; NPS, C&O Canal National Historical Park; US Environmental Protection Agency; US Fish and Wildlife Service; US Naval Surface Warfare Center, Carderock Division; Maryland Department of Transportation, State Highway Administration; Maryland Department of Natural Resources; C&O Canal Trust; C&O Canal Association; National Parks Conservation Association; Sierra Club, Montgomery County Group; Montgomery Planning, Historic Preservation Office; Montgomery County Department of Transportation; Montgomery County Executive & Council; Montgomery County Civic Federation; Heritage Montgomery; Montgomery History; Montgomery Preservation; Preservation Maryland; Town of Glen Echo; Glen Echo Park Partnership for Arts & Culture; Cabin John Citizens Association; Carderock Springs Citizens Association; Tulip Hill Citizens Association; Glen Echo Heights Citizens Association; Bannockburn Civic Association; Montgomery Park Citizens Association Section 1; Kenwood Park Community Association; Bethesda/Chevy Chase Regional Services Office; Accohannock Indian Tribe; Piscataway Conoy; Piscataway Indian Tribe; and

WHEREAS, the NPS has defined the Area of Potential Effect (hereinafter APE) as defined by 36 CFR § 800.16(d) to include the Clara Barton Parkway, the Glen Echo Overpass, and adjacent historic properties (**Attachment A: APE Map**); and

WHEREAS, the MD SHPO concurred with the APE in a response sent through Maryland Historical Trust's e106 online system on January 14, 2025, as well as with the following historic properties listed, or eligible for listing, in the National Register of Historic Places (hereinafter National Register) within the APE: George

Washington Memorial Parkway/Clara Barton Parkway (M: 35-61), Clara Barton National Historic Site (M: 35-25), Glen Echo Park Historic District (M: 35-41), the Carousel (M: 35-39) and Chautauqua Tower (M: 35-26) at Glen Echo Park, C&O Canal National Historical Park (M: 12-46), and the C&O Canal Lock #7 and Lock Keeper's House (M: 35-27) (**Attachment A: APE Map**); and

WHEREAS, the NPS notified the MD SHPO by letter dated February 28, 2025, of the anticipated adverse effects on Clara Barton Parkway from the cantilever replacement and overpass removal; and

WHEREAS, the NPS prepared an Assessment of Effects Report to evaluate the potential for adverse effects on the historic properties within the APE that was submitted to MD SHPO and consulting parties on June 6, 2025; and

WHEREAS, the NPS held a consulting party meeting to discuss the Assessment of Effects on June 16, 2025, and requested comments on the Assessment of Effects Report by July 7, 2025; and

WHEREAS, the MD SHPO concurred with the NPS on July 1, 2025, that the Undertaking will have an adverse effect on Clara Barton Parkway from replacement of the cantilever structure, reconstruction of the retaining walls, and removal of the Glen Echo Overpass; and

WHEREAS, the NPS and MD SHPO agree the Undertaking is not likely to adversely affect archeological resources because there are no known archeological resources in the APE and the soils within the area of direct effects (where ground-disturbing activities would occur) have been heavily disturbed by construction of Clara Barton Parkway; and

WHEREAS, the NPS and MD SHPO agree the Undertaking will have no adverse effect on Clara Barton National Historic Site, Glen Echo Park Historic District, the Carousel, the Chautauqua Tower, C&O National Historical Park, and Lock #7 and Lock Keeper's House; and

WHEREAS, the NPS and MD SHPO agree the Undertaking is anticipated to have no adverse effect on the Spanish Ballroom at Glen Echo Park because of implementation of measures to prevent construction vibrations from impacting the structure; and

WHEREAS, the NPS notified the Advisory Council on Historic Preservation (hereinafter ACHP) in accordance with 36 CFR § 800.6(a)(1) on July 9, 2025, that the proposed Undertaking will adversely affect historic properties and that an Agreement will be developed with the MD SHPO; and the ACHP declined to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, this Agreement provides the mechanism to resolve the adverse effects of the Undertaking and complete the requirements of Section 106 of the NHPA (54 USC 306108) and its implementing regulations (36 CFR Part 800) for the Undertaking; and

NOW, THEREFORE, the NPS and MD SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations to account for the adverse effects of the Undertaking on historic properties.

STIPULATIONS

I. Avoidance, Minimization, and Mitigation to Resolve Adverse Effects

The NPS shall ensure that the following measures are carried out to resolve adverse effects on Clara Barton Parkway and prevent adverse effects on the Spanish Ballroom at Glen Echo Park:

A. Level II Historic American Engineering Record (hereinafter HAER) Documentation

Prior to commencement of any Project-related site work, demolition or construction, the NPS shall prepare Level II HAER documentation for both the cantilever structure and Glen Echo Overpass. The Level II documentation shall include:

1. A Written Historical Report of the history, significance, and descriptions of the structures following the HAER *Guidelines for Historical Reports* (2008, updated December 2017). Information in the report shall include an introduction and statement of significance; historical context (design, construction, use); description of physical features and condition; information

about the designer, engineer, or builder; and a bibliography.

2. Large-Format Photographs of the current condition of the structures and their significant features that follow NPS Heritage Documentation Programs *HABS/HAER/HALS Photography Guidelines* (November 2011, updated June 2015). The photographs shall include black-and-white, large-format negatives; contact prints on fiber-based photographic paper; and shall be archivally processed and properly captioned.
3. Measured Drawings showing the overall configuration and key details of the structures following the NPS Heritage Documentation Programs *Recording Historic Structures & Sites for the Historic American Engineering Record* (1994, revised 2020) and the Secretary of the Interior's *Standards and Guidelines for Architectural and Engineering Documentation* (2003). Drawings shall include elevations, sections, and details for each structure, and may be produced using CAD or hand-drafted to archival standards.
4. Field Notes and Supporting Documentation, including sketches, field measurements, maps, and any other documentation used to produce the drawings and photographs.
5. Submission of the draft HAER documentation to MD SHPO. MD SHPO shall provide comments on the draft submission within thirty (30) calendar days.
6. Final HAER documentation will be archived and made publicly available online by NPS and transmitted to the Library of Congress and MD SHPO within ninety (90) calendar days of receiving MD SHPO comments on the draft submission.

B. Construction Vibration Monitoring and Resource Protection

The NPS is aware that excavation of the hillslope and installation of rock bolts for slope stabilization has the potential to cause vibration spikes that may impact historic properties, particularly the Spanish Ballroom at Glen Echo Park, due to its proximity to the roadway. As such, the NPS shall develop and implement a vibration mitigation strategy to prevent adverse direct effects to the ballroom that may include the following measures, as appropriate:

1. Pre-Construction Planning & Assessment
 - Structural Assessment, including detailed visual inspection and structural condition, photographic and laser scan documentation, and identification of the most vulnerable elements of the structure (e.g., arches, vaults, foundations, frescoes, etc.).
 - Ground and Vibration Risk Analysis, including a geotechnical study of soil/rock type and vibration propagation.
 - Baseline Monitoring Setup, including installation of vibration sensors, setting conservative vibration thresholds, and installing real-time deformation detection sensors (if needed).
2. Construction Methods, Structural Protections, & Monitoring
 - Method Selection to Minimize Impact, including use of low-impact drilling methods instead of percussive drilling, and pre-drilling before inserting bolts rather than self-drilling anchors (which generate more vibration).
 - Equipment Modifications, including use of vibration-damped drill rigs and rubber-mounted tool connections, reducing drill speed and torque, and avoiding drilling during night-time or high-moisture conditions (which may worsen ground transmission).
 - Local Reinforcement, including use of temporary bracing on vulnerable components (e.g., arched windows, cornices, cracked walls), installing tie rods or tension cables across cracked or load-bearing walls (can be removed post-work), and laying vibration-isolating mats under sensitive interior features (e.g., statues, furniture, fragile finishes).
 - Real-Time Vibration Monitoring, including setting automated alerts when vibration thresholds are approached or exceeded and using portable vibration loggers to validate on-

site observations.

- On-Site Presence, including appointing a vibration protection officer or structural engineer to monitor activities in real time, and enforce a “pause and evaluate” protocol if vibration spikes occur.
- The NPS shall notify the MD SHPO within three (3) business days should any damage to the ballroom be identified during real-time monitoring.
- The NPS shall be responsible for rectifying any damage that may occur to the Spanish Ballroom because of construction in consultation with the MD SHPO and consulting parties.

3. Post-Construction Surveys & Monitoring

- Post-Construction Survey, including repeating a condition survey comparing crack widths, deflections, etc., to ensure no damage occurred, and reporting all data and findings in a transparent format to MD SHPO.
- Long-Term Monitoring (if needed), leaving vibration or deformation sensors in place for ninety (90) calendar days post-installation.
- The NPS shall notify the MD SHPO within three (3) business days should any damage to the ballroom be identified during post-construction monitoring.
- The NPS shall be responsible for rectifying any damage to the ballroom that is identified during the post-construction monitoring period and determined to have been caused by construction in consultation with the MD SHPO and consulting parties.

C. Construction Noise Monitoring and Resource Protection

Representatives of Glen Echo have expressed concern that construction noise may disrupt community residents and disturb visitors and events at Glen Echo Park. As such, the NPS shall develop and implement a noise mitigation strategy to minimize construction-related noise disruptions that may include the following measures, as appropriate:

1. Pre-Construction Planning, Assessment, and Coordination

- Regulatory Review, including review of Montgomery County’s Noise Control Ordinance at Chapter 31B of the County Code, to determine max construction dB(A) limits, restricted work hours, and other applicable requirements and/or restrictions.
- Noise Suppression Plan, developed under the guidance of an engineer familiar with the principles of acoustics, that details the use of the most effective noise-suppression equipment, materials, and methods appropriate and reasonably available for construction, following Montgomery County’s Noise Suppression Plan Guidelines and approved by the Montgomery County Department of Environmental Protection.
- Baseline Ambient Noise Survey within the anticipated daily work schedule for construction at sensitive receptors, including, but not limited to, the Spanish Ballroom at Glen Echo Park, as identified in coordination with MD SHPO, consulting parties, and representatives of Glen Echo and Glen Echo Park.
- Stakeholder Coordination, including representatives of Glen Echo and Glen Echo Park, to review proposed construction schedules and identify specific events in advance during which construction activities shall be limited, as necessary.

2. Construction Noise Control, Monitoring, & Engagement

- Equipment and Technique Modifications, as identified in the approved Noise Suppression Plan, to minimize construction noise.

- Real-Time Noise Monitoring, including installation of calibrated sound level meters at strategic locations identified in coordination with MD SHPO, consulting parties, and representatives of Glen Echo and Glen Echo Park, and continuous monitoring to ensure noise does not exceed maximum allowable limits.
- Community Engagement, including frequent updates on construction progress, sharing of event calendars to avoid disruption during special events, and assigning a construction-community liaison that can be contacted directly with any construction-related concerns.

D. Public Interpretation Signage

The NPS shall develop and install interpretive signage in consultation with the MD SHPO as outlined below:

1. Purpose and Interpretive Goals

The interpretive signage shall serve to educate the public about the historical significance of the Clara Barton Parkway, including the design and function of the original cantilever structure and Glen Echo Overpass, and explain the need for their modification or removal. The signage shall highlight the parkway's role within the larger GW Parkway cultural landscape, the influence of mid-20th-century parkway planning, and the ingenuity of its infrastructure.

2. Content Development

- Signage content shall describe the historical design of the Glen Echo Overpass and cantilever structure, their purpose and uniqueness, and the reasons for their removal or replacement.
- The signage shall address the larger narrative of transportation planning, federal parkway development, and the parkway's construction and design constraints.
- Interpretive content shall be written for a general audience and may include period and contemporary photographs, diagrams, or maps illustrating the structures and the noticeable modifications made to the structures as part of the project.

3. Design Specifications

- The signage shall be constructed using durable, weather-resistant materials in conformance with NPS wayside exhibit standards.
- It shall be visually compatible with Clara Barton Parkway's landscape character and meet current accessibility guidelines (e.g., for font size, color contrast, and tactile readability, if applicable).
- Final design shall be consistent with the NPS Unigrid system and incorporate the NPS arrowhead logo.

4. Consultation and Review

- NPS shall prepare draft signage text, layout, and proposed images and submit them to MD SHPO for review and comment.
- MD SHPO shall have thirty (30) calendar days to provide comments. NPS shall revise the materials based on those comments and provide a final version for approval.
- No fabrication shall proceed without MD SHPO's written concurrence on final design and content.

5. Location and Installation

- The signage shall be installed in a publicly accessible area near the cantilever structure, where it is visible and safely accessible to visitors.

- Final location shall be determined in coordination with MD SHPO to balance interpretive visibility, visitor safety, and landscape compatibility.
- Installation shall occur no later than ninety (90) calendar days after completion of the construction work associated with the Undertaking.

6. Documentation and Reporting

- NPS shall provide MD SHPO and consulting parties with photographic documentation of the installed signage and a digital record of the final text and design within thirty (30) calendar days of installation.

7. Maintenance

- NPS shall be responsible for the upkeep of the signage, including cleaning, repair, and replacement, for a period of at least ten (10) years or until the signage is intentionally decommissioned, whichever is longer.

II. Standards and Special Conditions

A. Definitions

The definitions provided at 36 CFR § 800.16 are applicable throughout this Agreement.

B. Project Standards

The standards, guidelines, and regulations cited below shall be followed in execution of the Undertaking:

1. Professional qualification standards: All historic preservation activities implemented pursuant to this Agreement shall be carried out by or under the direct supervision of individuals meeting the Secretary's Historic Preservation Professional Qualifications Standards (48 FR 44738-39) for the discipline appropriate to the activity.
2. Standards for inventory, evaluation, registration, and documentation: Inventory, evaluation, registration, and documentation of any changes to Clara Barton Parkway shall be done in accordance with the guidance and criteria for the National Register.
3. Curation standards: If applicable, curation of materials and records resulting from actions stipulated by this Agreement shall be in accordance with 36 CFR § 79. Such materials and records shall be curated by NPS in accordance with the *Standards & Guidelines for Architectural and Historical Investigations in Maryland* and/or the *Standards & Guidelines for Archaeological Investigations in Maryland*, including the *Standards and Guidelines Update 1: Archaeology, Standards for Curation*.

III. Unanticipated Archeological Discoveries

NPS and MD SHPO do not anticipate intact archeological resources to be present within the area of direct effects since soils have been heavily disturbed by construction of Clara Barton Parkway. However, if previously unidentified, potentially significant archeological resources are unanticipatedly discovered, the construction contractor shall immediately halt all activities in the area of the resource and notify NPS. The NPS and MD SHPO shall then follow the following procedures in the event of an unanticipated discovery:

- A. The NPS and construction contractor shall take all reasonable measures to avoid or minimize harm to the resource.
- B. The NPS shall notify the MD SHPO and the American Indian tribes (as applicable) within two (2) working days of the discovery.
- C. The NPS shall provide the MD SHPO with a written preliminary assessment of National Register eligibility of all unanticipated discoveries during the Project. The assessment shall describe actions proposed to resolve any potential adverse effects before work continues in the vicinity of the discovery.

- D. The NPS shall provide the MD SHPO with any comments received from the American Indian tribes within two (2) working days of receipt of the comments.
- E. The MD SHPO shall respond to the NPS within two (2) working days of the notification of an unanticipated discovery and the NPS's assessment of eligibility. The NPS shall consider the MD SHPO's recommendations regarding National Register eligibility and proposed actions.
- F. If the NPS determines that MD SHPO objections to the proposal of actions cannot be resolved, the NPS shall proceed consistent with 36 CFR 800.2(b)(2) as outlined in Stipulation IV.C.

IV. Administrative Stipulations

A. Amendments

Either Signatory may propose amendments to this Agreement pursuant to 36 CFR § 800.6(c)(7). This Agreement may be amended only upon the written agreement of both Signatories. The amended Agreement will take effect on the date it is executed by both Signatories.

B. Termination

The following process will be followed to terminate this Agreement:

1. Proposed termination: A Signatory can propose termination of this Agreement in writing to the other Signatory explaining the reasons for proposing termination. The Signatories shall consult for 30 days to seek alternatives to termination.
2. Amendment in lieu of termination: If the consultation results in an agreement on an alternative to termination, the Signatories shall proceed to amend this Agreement in accordance with Stipulation IV.A.
3. Failure to agree: If consultation does not result in an agreement on an alternative to termination, a Signatory may terminate this Agreement by promptly notifying the other Signatory party in writing. Such termination will remove all force and effect from this Agreement.
4. Process to terminate: Should this Agreement be terminated, the NPS shall consult with MD SHPO to develop a new agreement in accordance with 36 CFR § 800.14(b). Until and unless a new agreement is executed for the Undertaking, the NPS shall consult with MD SHPO in accordance with 36 CFR §§ 800.4 - 6.

C. Dispute Resolution

Should the MD SHPO object at any time to any actions proposed or the way the terms of this Agreement are implemented, all work that is the subject of the dispute will stop until the dispute is resolved according to the procedures in this stipulation and the NPS shall consult with the MD SHPO to resolve the objection. If the NPS determines, within 30 days, that such objections(s) cannot be resolved, the NPS shall:

1. Notification and Comment: Forward all documentation relevant to the dispute to the ACHP in accordance with 36 CFR § 800.2(b)(2). Any comment provided by the ACHP, and all comments from the MD SHPO, will be considered by the NPS in reaching a final decision regarding the dispute.
2. No Comments: If the ACHP does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, the NPS may render a decision regarding the dispute. In reaching its decision, the NPS shall consider all comments regarding the dispute from the MD SHPO.
3. NPS Responsibility: It is the NPS's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute. The NPS shall notify all parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. The NPS's decision will be final.

D. Reporting Requirement for this Agreement

The NPS shall submit an annual report on the progress made toward the completion of the requirements of this Agreement and the Undertaking as part of the NPS's annual Section 106 reporting requirements.

1. Content: Reporting will include updates on progress of actions called for in Stipulations I-III of this Agreement and any agreed upon changes to this Agreement. The report will also include consultation history on unanticipated discoveries and any associated consultation efforts.
2. Distribution: The annual report will be provided to the MD SHPO and ACHP. The report will also be distributed to American Indian tribes if unanticipated Native American archeological site(s) are uncovered.

E. Duration of this Agreement

Unless terminated pursuant to Stipulation IV.B, the duration of this Agreement is 10 years from execution of the Agreement or until the Signatories confirm that the Undertaking and associated mitigations are complete, whichever comes first. An extension of the agreement may be made through an amendment in accordance with Stipulation IV.A.

F. Effective Date of this Agreement

This Agreement will take effect on the date that it is executed by the NPS and MD SHPO.

G. Anti-Deficiency Act Statement

The Anti-Deficiency Act (31 USC 1341) prohibits federal agencies from incurring an obligation of funds in advance of or in excess of available appropriations. Accordingly, the parties agree that any requirements for the obligation of funds arising from the terms of this Agreement shall be subject to the availability of appropriated funds, and that this agreement shall not be interpreted to require the obligation or expenditure of funds in violation of the Anti-Deficiency Act.

H. Execution of this Agreement in Counterparts

This Agreement may be executed in counterparts with a separate page for each Signatory. The NPS shall ensure that each Signatory is provided with a copy of the fully signed and executed Agreement.

Execution of this Memorandum of Agreement by the NPS and MD SHPO and implementation of its terms evidence that the NPS has considered the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

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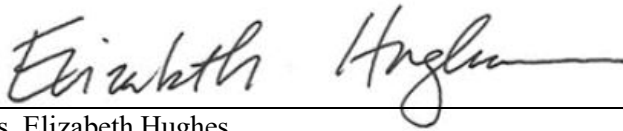
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January 9, 2025

Ms. Jennifer Madello
Superintendent
George Washington Memorial Parkway

Date

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January 8, 2026

Ms. Elizabeth Hughes
State Historic Preservation Officer
Maryland Historical Trust

Date

Clara Barton Parkway Cantilever and Glen Echo Overpass

Attachment A – Area of Potential Effect Map

The APE for the Project includes Clara Barton Parkway and adjacent historic properties as presented on Figure 1.

