

## Calendar No. 905

106<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION**H.R. 3069****[Report No. 106-458]**

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IN THE SENATE OF THE UNITED STATES

MAY 9, 2000

Received; read twice and referred to the Committee on Governmental Affairs

OCTOBER 2 (legislative day, SEPTEMBER 22), 2000

Reported by Mr. THOMPSON, with amendments

[Omit the part struck through and insert the part printed in *italic*]

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**AN ACT**

To authorize the Administrator of General Services to provide for redevelopment of the Southeast Federal Center in the District of Columbia.

1        *Be it enacted by the Senate and House of Representa-*  
2        *tives of the United States of America in Congress assembled,*

3        **SECTION 1. SHORT TITLE.**

4        This Act may be cited as the “Southeast Federal  
5        Center Public-Private Development Act of 2000”.

1 **SEC. 2. SOUTHEAST FEDERAL CENTER DEFINED.**

2 In this Act, the term “Southeast Federal Center”  
3 means the site in the southeast quadrant of the District  
4 of Columbia that is under the control and jurisdiction of  
5 the General Services Administration and extends from  
6 Issac Hull Avenue on the east to 1st Street on the west,  
7 and from M Street on the north to the Anacostia River  
8 on the south, excluding an area on the river at 1st Street  
9 owned by the District of Columbia and a building west  
10 of Issac Hull Avenue and south of Tingey Street under  
11 the control and jurisdiction of the Department of the  
12 Navy.

13 **SEC. 3. SOUTHEAST FEDERAL CENTER DEVELOPMENT AU-**  
14 **THORITY.**

15 (a) IN GENERAL.—The Administrator of General  
16 Services may enter into agreements (including leases, con-  
17 tracts, cooperative agreements, limited partnerships, joint  
18 ventures, trusts, and limited liability company agree-  
19 ments) with a private entity to provide for the acquisition,  
20 construction, rehabilitation, operation, maintenance, or  
21 use of the Southeast Federal Center, including improve-  
22 ments thereon, or such other activities related to the  
23 Southeast Federal Center as the Administrator considers  
24 appropriate.

25 (b) TERMS AND CONDITIONS.—An agreement en-  
26 tered into under this section—

1           (1) shall have as its primary purpose enhancing  
2 the value of the Southeast Federal Center to the  
3 United States;

4           (2) shall be negotiated pursuant to such proce-  
5 dures as the Administrator considers necessary to  
6 ensure the integrity of the selection process and to  
7 protect the interests of the United States;

8           (3) may provide a lease option to the United  
9 States, to be exercised at the discretion of the Ad-  
10 ministrator, to occupy any general purpose office  
11 space in a facility covered under the agreement;

12           (4) shall not require, unless specifically deter-  
13 mined otherwise by the Administrator, Federal own-  
14 ership of a facility covered under the agreement  
15 after the expiration of any lease of the facility to the  
16 United States;

17           (5) shall describe the consideration, duties, and  
18 responsibilities for which the United States and the  
19 private entity are responsible;

20           (6) shall provide—

21                   (A) that the United States will not be lia-  
22 ble for any action, debt, or liability of any enti-  
23 ty created by the agreement; and

24                   (B) that such entity may not execute any  
25 instrument or document creating or evidencing

1           any indebtedness unless such instrument or  
2           document specifically disclaims any liability of  
3           the United States under the instrument or doc-  
4           ument; and

5           (7) shall include such other terms and condi-  
6           tions as the Administrator considers appropriate.

7           (c) CONSIDERATION.—An agreement entered into  
8           under this section shall be for fair consideration, as deter-  
9           mined by the Administrator. Consideration under such an  
10          agreement may be provided in whole or in part through  
11          in-kind consideration. In-kind consideration may include  
12          provision of space, goods, or services of benefit to the  
13          United States, including construction, repair, remodeling,  
14          or other physical improvements of Federal property, main-  
15          tenance of Federal property, or the provision of office,  
16          storage, or other usable space.

17          (d) AUTHORITY TO CONVEY.—In carrying out an  
18          agreement entered into under this section, the Adminis-  
19          trator is authorized to convey interests in real property,  
20          by lease, sale, or exchange, to a private entity.

21          (e) OBLIGATIONS TO MAKE PAYMENTS.—Any obliga-  
22          tion to make payments by the Administrator for the use  
23          of space, goods, or services by the General Services Ad-  
24          ministration on property that is subject to an agreement  
25          under this section may only be made to the extent that

1 necessary funds have been made available, in advance, in  
2 an annual appropriations Act, to the Administrator from  
3 the Federal Buildings Fund established by section 210(f)  
4 of the Federal Property and Administrative Services Act  
5 of 1949 (40 U.S.C. 490(f)).

6 (f) NATIONAL ~~CAPITOL~~ CAPITAL PLANNING COMMIS-  
7 SION.—

8 (1) STATUTORY CONSTRUCTION.—Nothing in  
9 this section may be construed to limit or otherwise  
10 affect the authority of the National Capital Planning  
11 Commission with respect to the Southeast Federal  
12 Center.

13 (2) VISION PLAN.—An agreement entered into  
14 under this section shall ensure that redevelopment of  
15 the Southeast Federal Center is consistent, to the  
16 extent practicable (as determined by the Adminis-  
17 trator, *in consultation with the National Capital*  
18 *Planning Commission*), with the objectives of the  
19 National Capital Planning Commission’s vision plan  
20 entitled “Extending the Legacy: Planning America’s  
21 Capital in the 21st Century”, adopted by the Com-  
22 mission in November 1997.

23 (g) RELATIONSHIP TO OTHER LAWS.—

24 (1) IN GENERAL.—The authority of the Admin-  
25 istrator under this section shall not be subject to—

1 (A) section 321 of the Act of June 30,  
2 1932 (40 U.S.C. 303b);

3 (B) sections 202 and 203 of the Federal  
4 Property and Administrative Services Act of  
5 1949 (40 U.S.C. 483, 484);

6 (C) section 7(a) of the Public Buildings  
7 Act of 1959 (40 U.S.C. 606(a)); or

8 (D) any other provision of law (other than  
9 Federal laws relating to environmental and his-  
10 toric preservation) inconsistent with this sec-  
11 tion.

12 (2) UNUTILIZED OR UNDERUTILIZED PROP-  
13 erty.—Any facility covered under an agreement en-  
14 tered into under this section may not be considered  
15 to be unutilized or underutilized for purposes of sec-  
16 tion 501 of the Stewart B. McKinney Homeless As-  
17 sistance Act (42 U.S.C. 11411).

18 **SEC. 4. REPORTING REQUIREMENT.**

19 (a) IN GENERAL.—Before entering into an agree-  
20 ment under section 3, the Administrator of General Serv-  
21 ices shall transmit to the Committee on Transportation  
22 and Infrastructure of the House of Representatives and  
23 the Committee on ~~Environment and Public Works Govern-~~  
24 *mental Affairs* of the Senate a report on the proposed  
25 agreement.

1 (b) CONTENTS.—A report transmitted under this sec-  
2 tion shall include a summary of a cost-benefit analysis of  
3 the proposed agreement and a description of the provisions  
4 of the proposed agreement.

5 (c) REVIEW BY CONGRESS.—A proposed agreement  
6 under section 3 may not become effective until the end  
7 of a 30-day period of continuous session of Congress fol-  
8 lowing the date of the transmittal of a report on the agree-  
9 ment under this section. For purposes of the preceding  
10 sentence, continuity of a session of Congress is broken  
11 only by an adjournment sine die, and there shall be ex-  
12 cluded from the computation of such 30-day period any  
13 day during which either House of Congress is not in ses-  
14 sion during an adjournment of more than 3 days to a day  
15 certain.

16 **SEC. 5. USE OF PROCEEDS.**

17 (a) IN GENERAL.—Net proceeds from an agreement  
18 entered into under section 3 shall be deposited into, ad-  
19 ministered, and expended, subject to appropriations Acts,  
20 as part of the fund established by section 210(f) of the  
21 Federal Property and Administrative Services Act of 1949  
22 (40 U.S.C. 490(f)). In this subsection, the term “net pro-  
23 ceeds from an agreement entered into under section 3”  
24 means the proceeds from the agreement minus the ex-

1 penses incurred by the Administrator with respect to the  
2 agreement.

3 (b) RECOVERY OF EXPENSES.—The Administrator  
4 may retain from the proceeds of an agreement entered into  
5 under section 3 amounts necessary to recover the expenses  
6 incurred by the Administrator with respect to the agree-  
7 ment. Such amounts shall be deposited in the account in  
8 the Treasury from which the Administrator incurs ex-  
9 penses related to disposals of real property.



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