

110TH CONGRESS
1ST SESSION

S. 1841

To provide a site for the National Women’s History Museum in Washington, District of Columbia, and for other purposes.

IN THE SENATE OF THE UNITED STATES

JULY 20, 2007

Ms. COLLINS (for herself, Mr. AKAKA, Mr. BENNETT, Mrs. BOXER, Ms. CANTWELL, Mrs. CLINTON, Mr. COLEMAN, Mr. DURBIN, Mrs. DOLE, Ms. KLOBUCHAR, Ms. LANDRIEU, Mrs. LINCOLN, Mrs. MCCASKILL, Ms. MIKULSKI, Ms. MURKOWSKI, Mrs. MURRAY, Ms. SNOWE, Ms. STABENOW, and Mr. VOINOVICH) introduced the following bill; which was read twice and referred to the Committee on Homeland Security and Governmental Affairs

A BILL

To provide a site for the National Women’s History Museum in Washington, District of Columbia, and for other purposes.

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 “National Women’s His-

5 tory Museum Act of 2007”.

6 **SEC. 2. FINDINGS.**

7 Congress finds that—

1 (1) the National Women’s History Museum was
2 established—

3 (A) to research and present information
4 relating to the historic contributions that
5 women have made to all aspects of human en-
6 deavor; and

7 (B) to explore and present in a fair and
8 balanced way information relating to the con-
9 tributions that women have made to the United
10 States through the various roles that women
11 have assumed in families and in society;

12 (2) in March 1999, the President’s Commission
13 on the Celebration of Women in American History—

14 (A) concluded that “efforts to implement
15 an appropriate celebration of women’s history
16 in the next millennium should include the des-
17 ignation of a focal point for women’s history in
18 our nation’s capital . . .”; and

19 (B) cited the efforts of the National Wom-
20 en’s History Museum toward the achievement
21 of that goal;

22 (3) through the establishment of a national ref-
23 erence center, the National Women’s History Mu-
24 seum would be able to collect and preserve docu-
25 ments, publications, and research relating to women;

1 (4) through the promotion of imaginative edu-
2 cational approaches that are designed to enhance the
3 understanding and appreciation of historic contribu-
4 tions by women, the National Women’s History Mu-
5 seum would foster educational programs relating to
6 the historical contributions that were made by
7 women to society;

8 (5) the National Women’s History Museum
9 would publicly display temporary and permanent ex-
10 hibits that illustrate, interpret, and demonstrate the
11 historic contributions of women;

12 (6) the National Women’s History Museum
13 would attract approximately 1,500,000 visitors to
14 the District of Columbia each year; and

15 (7) the National Women’s History Museum
16 would promote economic activity in the District of
17 Columbia by—

18 (A) creating jobs;

19 (B) increasing visitor spending on hotels,
20 meals, and transportation; and

21 (C) generating tax revenue for the District
22 of Columbia.

23 **SEC. 3. DEFINITIONS.**

24 In this Act:

1 (1) ADMINISTRATOR.—The term “Adminis-
2 trator” means the Administrator of General Serv-
3 ices.

4 (2) COMMISSION.—The term “Commission”
5 means the National Capital Planning Commission.

6 (3) FEDERAL TRIANGLE DEVELOPMENT
7 AREA.—The term “Federal Triangle development
8 area” has the meaning given the term “development
9 area” in section 6711 of title 40, United States
10 Code.

11 (4) MUSEUM SPONSOR.—The term “Museum
12 Sponsor” means the National Women’s History Mu-
13 seum, Inc., that—

14 (A) is a nonprofit organization, as de-
15 scribed in section 501(c)(3) of the Internal Rev-
16 enue Code of 1986; and

17 (B) in 1996, was incorporated in the Dis-
18 trict of Columbia.

19 (5) NET PROCEEDS.—The term “net proceeds”
20 means the amount obtained by subtracting—

21 (A) the sum of all costs incurred by the
22 Administrator relating to the occupancy agree-
23 ment; from

1 (B) the sum of all amounts received by the
2 Administrator relating the occupancy agree-
3 ment.

4 (6) OLD POST OFFICE.—The term “Old Post
5 Office” means the building and surrounding land
6 that is—

7 (A) commonly known as the “Old Post Of-
8 fice”; and

9 (B) located—

10 (i) in Washington, District of Colum-
11 bia;

12 (ii) at 1100 Pennsylvania Avenue,
13 N.W.; and

14 (iii) in the northwest corner of a par-
15 cel of land bounded by—

16 (I) Pennsylvania Avenue, N.W.;

17 (II) 10th Street, N.W.;

18 (III) Constitution Avenue, N.W.;

19 and

20 (IV) 12th Street, N.W.

21 (7) PAVILION ANNEX.—The term “Pavilion
22 Annex” means the building and surrounding land
23 that is—

24 (A) commonly known as the “Pavilion
25 Annex”; and

- 1 (B) located—
2 (i) in Washington, District of Colum-
3 bia;
4 (ii) adjacent to the Old Post Office;
5 (iii) on Pennsylvania Avenue, N.W., to
6 the east of 11th Street N.W.; and
7 (iv) on a parcel of land bounded on 3
8 sides by buildings operated by the Internal
9 Revenue Service.

10 **SEC. 4. OCCUPANCY AGREEMENT.**

11 (a) IN GENERAL.—Notwithstanding any other provi-
12 sion of law, the Administrator shall enter into an occu-
13 pancy agreement with the Museum Sponsor to allow the
14 Museum Sponsor to locate a National Women’s History
15 Museum at the Pavilion Annex.

16 (b) TERM OF OCCUPANCY AGREEMENT.—

17 (1) LENGTH OF TERM.—

18 (A) IN GENERAL.—Subject to subpara-
19 graph (B), the term of the occupancy agree-
20 ment shall be negotiated between the Adminis-
21 trator and the Museum Sponsor.

22 (B) MAXIMUM TERM.—The term of the oc-
23 cupancy agreement shall extend for a period of
24 not more than 99 years.

1 (2) TERMINATION.—The occupancy agreement
2 shall permit the Administrator to terminate the oc-
3 cupancy agreement if, as determined by the Admin-
4 istrator, the Pavilion Annex is placed at risk by—

5 (A) casualty;

6 (B) financial nonperformance; or

7 (C) any other appropriate circumstance, as
8 determined by the Administrator.

9 (c) RENT.—

10 (1) IN GENERAL.—The Museum Sponsor shall
11 pay to the Administrator rent in an amount equal
12 to the fair market rental value of the Pavilion
13 Annex, as determined by a method described in
14 paragraph (2).

15 (2) DETERMINATION OF FAIR MARKET RENTAL
16 VALUE.—The fair market rental value of the Pavil-
17 ion Annex shall be determined in a manner con-
18 sistent with—

19 (A) an agreement negotiated between the
20 Administrator and the Museum Sponsor; or

21 (B) an appraisal of the Pavilion Annex, in
22 accordance with instructions agreed to by the
23 Administrator and the Museum Sponsor.

24 (d) OPERATION OF ADJACENT REAL PROPERTY AND
25 BUILDINGS.—At the discretion of the Administrator, the

1 occupancy agreement shall include terms and conditions
2 that—

3 (1) regardless of use, allow for the unimpeded
4 operation (including the provision of security) of any
5 adjacent real property or building; and

6 (2) to meet the operational requirements of any
7 adjacent real property or building, reserve the rights
8 of the Administrator to a certain quantity of square
9 footage in the Pavilion Annex.

10 (e) INITIAL RENOVATION AND MODIFICATION.—

11 (1) IN GENERAL.—Any activity relating to the
12 renovation or modification of the Pavilion Annex
13 shall—

14 (A) be the sole responsibility of the Mu-
15 seum Sponsor;

16 (B) be carried out by the Museum Spon-
17 sor, in consultation with the Administrator,
18 using only non-Federal funds;

19 (C) be commenced not later than 5 years
20 after the date on which the Administrator has
21 entered into an occupancy agreement with the
22 Museum Sponsor under section 4(a);

23 (D) be carried out consistent with a master
24 plan that is—

1 (i) developed by the Museum Sponsor;

2 and

3 (ii) approved by the Administrator;

4 (E) be carried out in accordance with all
5 applicable laws (including regulations) and ordi-
6 nances; and

7 (F) as determined by the Administrator,
8 enhance or improve the Pavilion Annex con-
9 sistent with the requirements of—

10 (i) the National Women’s History Mu-
11 seum;

12 (ii) the Old Post Office;

13 (iii) any adjacent real property or
14 building; and

15 (iv) the Federal Triangle development
16 area.

17 (f) OPERATION AND MAINTENANCE.—

18 (1) RESPONSIBILITY.—Until the date on which
19 the occupancy agreement is terminated, the Museum
20 Sponsor shall be solely responsible for the operation
21 and maintenance (including repairs and alterations)
22 of the Pavilion Annex.

23 (2) MAINTENANCE OBLIGATIONS.—To ensure
24 that the Pavilion Annex is maintained in a manner
25 consistent with the prominent location of the Pavil-

1 ion Annex, the Museum Sponsor shall promptly per-
2 form any necessary exterior maintenance, as deter-
3 mined by the Administrator.

4 (g) ADDITIONAL TERMS AND CONDITIONS.—The oc-
5 cupancy agreement shall contain such additional terms
6 and conditions that the Administrator considers to be ap-
7 propriate.

8 (h) RELATIONSHIP TO OTHER LAWS.—

9 (1) IN GENERAL.—Subject to paragraph (2),
10 the authority of the Administrator under this section
11 shall not be subject to—

12 (A) section 525 or 549 of title 40, United
13 States Code; or

14 (B) any other Federal law.

15 (2) EXCEPTION.—The authority of the Admin-
16 istrator under this section shall be subject to any
17 Federal law relating to environmental or historical
18 preservation.

19 (i) AUTHORITY OF COMMISSION.—Nothing in this
20 Act—

21 (1) limits the authority of the Commission; or

22 (2) affects the authority of the Commission re-
23 lating to the development of the Federal Triangle
24 development area.

1 **SEC. 5. FEDERAL PARTICIPATION.**

2 (a) NON-FEDERAL SHARE.—The non-Federal share
3 of any cost relating to the establishment, construction,
4 maintenance, or operation of the National Women’s His-
5 tory Museum shall be 100 percent.

6 (b) USE OF PRIVATE FUNDS.—The Museum Sponsor
7 shall raise private funds to pay for any cost relating to—

8 (1) the initial modification and renovation of
9 the Pavilion Annex; and

10 (2) the operation and maintenance of the Na-
11 tional Women’s History Museum, including any
12 service necessary to ensure the preservation and op-
13 eration of the National Women’s History Museum,
14 as determined by the Administrator.

15 (c) IMPROVEMENTS.—On the date on which the occu-
16 pancy agreement terminates, any improvement to the Pa-
17 vilion Annex shall be considered to be the property of the
18 United States.

19 **SEC. 6. USE OF NET PROCEEDS.**

20 The Administrator shall deposit any net proceeds in
21 the Federal Buildings Fund established under section 592
22 of title 40, United States Code, to be used for the real
23 property capital needs of the General Services Administra-
24 tion, in accordance with annual appropriations Acts.

1 **SEC. 7. REPORT.**

2 (a) IN GENERAL.—If, on the date that is 180 days
3 after the date of enactment of this Act, the Administrator
4 has not entered into an occupancy agreement with the Mu-
5 seum Sponsor under section 4(a), not later than 240 days
6 after the date of enactment of this Act, the Administrator
7 shall submit a report containing the information described
8 in subsection (b) to—

9 (1) the Committee on Homeland Security and
10 Governmental Affairs of the Senate;

11 (2) the Committee on Transportation and In-
12 frastructure of the House of Representatives; and

13 (3) the Committee on Oversight and Govern-
14 ment Reform of the House of Representatives.

15 (b) CONTENTS.—The report submitted by the Ad-
16 ministrator under subsection (a) shall contain—

17 (1) a summary of any unresolved issue between
18 the Administrator and the Museum Sponsor relating
19 to the occupancy agreement; and

20 (2) an analysis of the position of the Adminis-
21 trator relating to any unresolved issue summarized
22 under paragraph (1).

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