

# Preservation Maintenance in the National Parks

A Guide to NPS Options and Policies



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**Dune Shack, Cape Cod National Seashore Credit: Stephanie Foster.**

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## I. Introduction

Have you ever heard someone mention the National Park Service’s maintenance backlog and just wanted to tune it out, thinking “ugh, it’s enormous and there’s never going to be a way to deal with it?” Have you gotten a notice from a park about a planning process that includes historic structures and thought “well, there aren’t really any alternatives, you can’t DO anything with historic structures, so I just can’t waste my time getting involved in that?” Have you passed a historic building in a park that was unused and in need of maintenance, and wished there was some way for the park to make good use of it? This guide will introduce some options available to the National Park Service for managing and maintaining historic buildings, and suggest ways to use them in your park advocacy and resource protection work.

In *The State of America’s National Parks* (June 2011), NPCA’s Center for Park Research (CPR) identified the deferred maintenance of historic structures as one of the most serious, and most highly visible, challenges facing the National Park Service. In *A Call To Action* (August 2011), the National Park Service (NPS) focused on addressing deferred maintenance and historic preservation methods as the most important cultural resources actions needed for the parks as they approach their second century. The major barrier to meeting this challenge and fulfilling these action plans is funding: as of 2011, NPS estimates the deferred maintenance cost just for historic structures at \$3 billion, an amount projected to increase with each passing year.



These two historic buildings in Great Smoky Mountains National Park are great examples of the types of historic structures (e.g., former dwelling and out-building) located throughout the National Park System. While to the untrained eyes these structures may appear to be abandoned, they are being actively maintained by resource managers to preserve and interpret an important part of the park’s history. Credit: kurdistan/ Shutterstock.

Building on these reports, CPR undertook a research project to identify viable alternative strategies for historic structure maintenance that are being used successfully in parks, in order to leverage NPCA's and allies' ongoing work to secure appropriate levels of park funding. In consultation with NPCA staff from Regional Operations, Legal, Government Affairs, and outside partners in historic preservation, we chose to focus on three alternatives to traditional NPS management and use of historic structures, and one alternative approach to preservation maintenance itself. The management and use alternatives are

- Leasing;
- NPS use for special park purposes that tap designated funding sources beyond the NPS Construction budget, such as research learning centers; and
- Partnerships and agreements with outside organizations for uses that advance park purposes.

The preservation maintenance alternative is the use of volunteers or groups such as the Student Conservation Association to perform maintenance work on the park's behalf, without taking on ongoing management or use of the structure.

We researched examples of each alternative in the parks, examined NPS policies and legislative authorization, and interviewed NPS staff. What we found is that NPS already has some effective tools at its disposal to help address the maintenance needs of historic structures, but these tools have not been implemented as widely as possible. There are several contributing factors: there is no central office or program that coordinates the relevant policies and procedures, or that disseminates information about them; many parks do not have preservation professionals with knowledge of these policies on staff; and advocacy for these approaches from outside the parks is very limited. In light of these findings, CPR produced this guide to serve as a resource for NPCA staff and others in sharing information about these alternatives, advocating for their consideration in park planning processes, and building community support for them as a means to preserve and interpret historic structures that often have a strong connection to local communities.



Examples of the variety of historic structures found in the National Park System: (l to r) Mission San Jose church, San Antonio Missions National Historical Park Credit: William Silver/123rf; Stiltsville residence, Biscayne National Park Credit: abstrand/Shutterstock; Mill Girls Boarding House, Lowell National Historical Park Credit: National Park Service/Jonathan Parker.

## II. The Basics

### A. What Is A Historic Structure?



Additional examples of historic structures in national parks: dairy goat barn, Carl Sandburg Home National Historic Site Credit: National Park Service; mill race, Great Smoky Mountains National Park Credit: William Silver/123rf; entrance to Earth Lodge, Ocmulgee National Monument Credit: William Silver/123rf.

What does “historic” mean, exactly, and why does NPS have to preserve all its historic structures? “Historic” is defined for NPS and other federal agency purposes by the National Historic Preservation Act of 1966: to be considered historic, a property must be associated with a person, event, or theme that is significant in American history, or have the potential to provide information about the past, and it generally must be at least 50 years old. It must also retain enough physical integrity to convey the sense of its appearance or function at the time of its historical association. The National Register of Historic Places, created by the National Historic Preservation Act, sets out criteria for evaluating a property to determine its significance and integrity. All federal agencies are required to evaluate their historic properties for eligibility for listing on the Register. National parks established primarily for historic or cultural reasons are automatically listed on the Register as historic districts, but individual structures in all parks must still be evaluated to determine whether they qualify as historic.

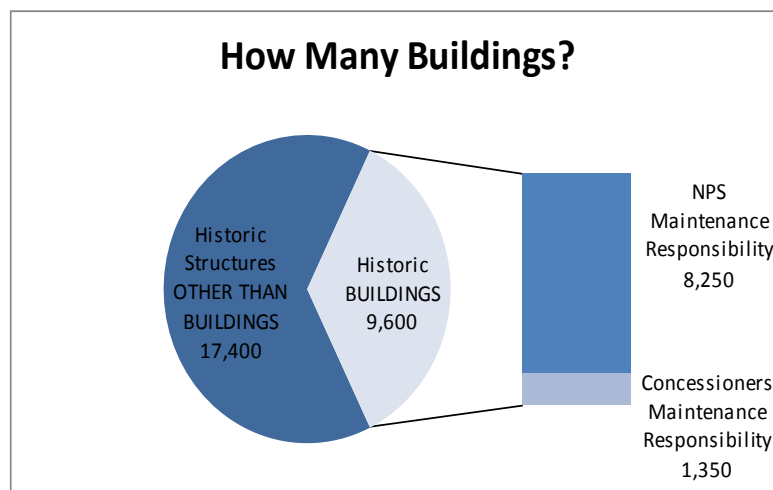
What is a “historic structure,” as NPS defines it? Park structures that are listed, or eligible for listing, on the National Register of Historic Places, and that NPS has or expects to have a legal interest in, are the resources categorized as “historic structures.” The National Register of Historic Places is the nation’s roll of properties deemed worthy of preservation. NPS administers the National Register program, which applies not just to the park system, but to federal, state, municipal, and privately owned historic properties. (See Appendix B for more details of the National Historic Preservation Act and the National Register program.)

If a park isn’t a historic or cultural park, does the park still have to preserve all of its historic structures? Preservation of historic structures is an intrinsic part of NPS’s mission, codified in the NPS Organic Act, the Historic Sites Act of 1935, and the



National Historic Preservation Act. All units of the National Park System are required to take care of their historic structures, to determine their eligibility for listing on the National Register of Historic Places, and to make use of them to the greatest extent possible, even if the structures are not directly related to the reason the park was established.

There are 27,000 historic structures in the park system. Of these, 9,600 are buildings; other types of structures include ships, bridges, monuments, and standing ruins. This guide will focus specifically on the buildings, but note that NPS generally refers to historic structures as one resource type and does not separate buildings from other structures. Of the 9,600 historic buildings in the park system, 14 percent are used by concessioners, leaving approximately 8,250 for NPS to maintain and use.



Of those 8,250 buildings, some are integral to a park’s legislated purpose such as Independence Hall, are iconic structures such as the Old Faithful Inn, or are used in interpretation or for park administration and housing. These buildings are the highest priority for maintenance funding. Another ten percent are under leases, special use permits, interagency agreements, and other agreements which may include provisions for maintenance. That still leaves thousands of historic buildings under NPS stewardship. Because of lower funding priorities and the resulting deferred maintenance, they are frequently not in good enough condition to be used.

## B. What Can Be Done With A Historic Building?

Listing a building on the National Register of Historic Places does not foreclose a park’s options to modify and reuse it. Many National Register-listed buildings have undergone considerable modification to modernize them and adapt them to new uses. “The Secretary of the Interior’s Standards for the Treatment of Historic Properties” (36 CFR Part 68) is the regulation used to guide decision-making about changes to historic structures.

The Standards set out four treatment approaches:

- Preservation
- Rehabilitation
- Restoration
- Reconstruction

NPS publishes the Standards in a document that includes guidelines for each treatment approach (see Appendix B).

Preservation is the highest level of treatment and is used for the most important historic structures that are preserved as they were in their period of significance with only minor modifications for contemporary use. Preservation is often a good option for a building that will be used as a museum or for tours.

Rehabilitation is the treatment approach used for adaptive reuse of a structure (i.e., using a building in a way for which it was not originally designed). It is a good choice for buildings that are in fair to good condition.



David Walker farm, now the home of the Montessori Children's House of Valley Forge. The school rehabilitated the farmhouse (left) and the barn (right front), and constructed new buildings (right rear) compatible with the historic structures. Credit: (Left and Right) Gill Gutteridge.

The key elements to this approach are that the distinctive materials, features, construction techniques, and examples of craftsmanship, the “character-defining features” will be preserved, and that new additions or exterior alterations will be compatible with but distinctive from the historic features, and can be removed without damaging the historic appearance of the structure.

A new use that is similar to the historic use will often be the best choice, since it will



require the least structural alteration. For example, a historic home or summer cabin may be best suited to residential uses, whereas a barn or outbuilding would require more changes to be used as a residence, and might be better suited to use as a museum or retail space. Similar use is not required, however, as has been demonstrated very successfully in several parks. At Valley Forge National Historical Park, a historic farmstead has been converted to a Montessori school, with administrative offices in the farmhouse and classrooms in the barn.

Restoration and reconstruction, the third and fourth treatment options, respectively, are chosen when little of a structure's original material survives. Modern construction materials and techniques may be used in these treatments, which decrease the building's ability to convey the history and time period from which it dates. A building that is in poor condition will likely need considerable work in order to be successfully reused, even under a restoration or reconstruction treatment.



Left: Laboratory space at the Continental Divide Research and Learning Center, Rocky Mountain National Park. Right: Crater Lake Science and Learning Center Library, Crater Lake National Park . These two photos demonstrate what can be done to the interior of historic buildings that have received historic preservation treatment. Oftentimes as long as the exterior of buildings retain its historic integrity or appearance, there is more flexibility on changing the appearance of the interior. Credit: (L) Dan Saxton; (R) National Park Service.

### C. What is a “Maintenance Backlog”?

A maintenance backlog, as NPS uses the term, is the amount of work needed to bring a structure to good condition, often expressed as the dollar cost of that work.

- A building is in good condition if the major features are intact, structurally sound, and performing their intended purpose; there are few or no cosmetic imperfections; the major features need no repair; and only routine and/or cyclic maintenance is required.
- A building is in fair condition if there are signs of wear or deterioration, or if failure of a major feature of the building is evident.

- A building is in poor condition if the major features are no longer performing their intended purpose or are missing; major features show signs of imminent failure or break-down; structural integrity is marginal; substantial repairs are needed; or fire, life, health and/or safety standards for occupancy are questionable.



**Kennecott Mill Complex, Wrangell-St. Elias National Park and Preserve. Many of the structures in this complex had been vandalized and were severely deteriorated when NPS gained ownership in 1998. The park is currently working to stabilize and/or rehabilitate some of the structures in order to interpret the history of this National Historic Landmark. Other structures will receive no treatment. Credit: Joy Stein/Shutterstock.**

Only about 40 percent of park historic structures are in good condition; the rest need remedial work to bring them back to good condition, and they all need ongoing maintenance to keep them there. The longer the work is delayed, the more work needs to be done, and the more expensive it becomes to repair damage or neglect. Less money is appropriated for maintenance work each year than it costs to keep historic structures in their current condition, so the “backlog” that is carried forward and increases each year is the work that needs to be done but isn’t funded.

For the most part, NPS relies on annual congressional appropriations to the Construction budget to pay for historic structure maintenance, and parks do the work themselves, or contract it out under the supervision of park staff. Some funding may also come from the Repair & Rehabilitation line in the Park Operations budget. There isn’t enough money, or staff, to do it all. The highest-visibility structures, and those that are fundamental to a park’s existence, get priority. For the rest of the historic structures NPS is mandated to protect, a good working plan for addressing maintenance needs system-wide in light of the funding deficit does not exist.

### III. How To Use This Guide

The NPS planning process for park management plans or actions is a prime opportunity for NPCA, its allies, and members of the historic preservation community to help address the stewardship needs of historic structures. Any of the options in this guide can be introduced outside of an ongoing planning process, but implementation of any of them will require at least some regulatory compliance steps that are commonly handled through park planning activities. Comprehensive planning efforts such as general management plans or development concept plans will include at least a general outline of how historic structures will be preserved and managed. Plans that focus on a specific building or group of buildings, a specific area of a park, or a major action will usually spell out treatment and management in detail. If a historic building is a primary resource for the park, alternatives for management and use will usually need to be addressed at the higher, more comprehensive level, while alternatives for buildings that are not integral to a park’s legislated purpose can often be addressed in much simpler planning processes. All plans should be reviewed with historic structures in mind; some actions may not appear to involve historic structures at first glance, but changes to apparently unrelated features such as vegetation, roads, and trails, or to use of an area that alters visitor traffic or activities, can all have an impact on historic structures and provide an opportunity to introduce preservation options.

All park actions, including management plans, which have the potential to affect historic structures are subject to the compliance requirements of Section 106 of the National Historic Preservation Act. In a nutshell, Section 106 requires that NPS consider the effects of their actions on historic properties, and take steps to avoid or mitigate adverse effects (see Appendix B for both the regulation, and the Advisory Council on Historic Preservation’s “Citizen’s Guide to Section 106 Review”).



Golden Gate National Recreation Area recently installed a solar array on the roof of the Main Cell Block at Alcatraz Island, a National Historic Landmark. This modification helps to eliminate the use of fossil fuel generators on the island. By installing the solar panels in a low-profile configuration hidden from ground-level view by the roof parapet, this project took advantage of the building’s historic features instead of compromising them. Credit: Don Mannel/ National Park Service.



The process of Section 106 review is somewhat similar to the public involvement process of the National Environmental Policy Act (NEPA), so the two processes are often combined. If a plan or project has the potential to negatively impact historic structures, then the alternatives developed through the NEPA process can be used to recommend changes so that historic structures are not affected, or to mitigate those negative impacts. Public scoping, usually the first public input opportunity in a NEPA process, is an ideal opportunity to review the current use and maintenance status of historic structures and suggest alternatives.



**Barn, Mormon Row Historic District, Grand Teton National Park. Park managers must make decisions about the appropriate level of preservation for structures given limited budgets and staff, which are dedicated to priority resources. Some structures receive less attention, but can still be used to interpret the history of the land before it was established as a national park. Credit: Mike Norton/Shutterstock.**

Neglect leading to deterioration of a historic structure is considered an adverse effect under Section 106, so parks do not have the option of simply ignoring their historic buildings. If park priorities and funding realities make it unlikely that funding for the preservation and maintenance of a particular structure will be available in the plan's lifetime, then the plan should propose reasonable alternatives to a no-action approach. Possible actions range from putting the structure under the management of another organization, "mothballing" the structure (a form of stabilization that reduces exposure to the elements), all the way to demolition. Mothballing and demolition still require funding, and obviously demolition forecloses all future possible uses of the structure, so these solutions are not without cost. A park must carefully weigh its options in deciding how to best fulfill its stewardship and compliance responsibilities for historic structures, and the more information they have, the better the chance that positive resource outcomes will result.

The management of park historic structures must fit into the broader context of park management as a whole, so even planning processes focused specifically on historic structures must take into account the various and sometimes competing considerations facing park managers. For example, designation of park lands as wilderness does not automatically mean that any historic structures within the wilderness area must be removed, but it does impose constraints on the uses of such structures and the methods employed to maintain them. The more information park managers and advocates have

about their options in a challenging resource management situation, the better the likelihood of a positive outcome.

## **IV. Alternatives and Examples**

### **A. Leasing**

NPS has the authority to lease historic buildings in national parks, when such buildings are not needed for park purposes, under Section 111 of the National Historic Preservation Act, with the understanding that such an arrangement should ensure the preservation of the building (see Appendix B for the NHPA and authority, and Appendix C for NPS leasing policy). All leases of historic buildings must be at or above fair market value. The lessee can be a government agency, a non-profit organization, or a private business or individual, but the leased property cannot be used for an activity that should be under a concessions contract or commercial services authorization (in other words, the activity cannot be an essential visitor service). Furthermore, the use of the leased property should be consistent with the park's establishing legislation and values, and compatible with NPS programs. Leases are awarded competitively when rent is the only consideration; non-competitive leases can be awarded to non-profit organizations or other government agencies when their use of the property will contribute to park purposes. The park retains the revenue from the lease to pay for maintenance on the leased building or other historic structures in the park. This money is available until expended, and does not have to be spent or encumbered in a single budget year.

The Associate Director for Business Services in the Concessions Management Division administers the NPS leasing program. A Leasing Reference Manual is available which contains model lease templates, prospectuses for soliciting lessee bids, and guidelines for managing leases. (The Reference Manual is under restricted distribution and is not available outside NPS.)

Leases of less than 10 years duration are approved by the regional director, who may delegate that authority to the park superintendent. Longer-term leases require the approval of the NPS Director. At the park level, a cultural resources manager, facilities manager, or administrative officer may be responsible for overseeing a leasing arrangement. When a park has several historic buildings to lease under an ongoing program, all the work to prepare appraisals, negotiate terms, and draw up the lease may be done at the park level. In cases where leasing is infrequent, or the arrangements are more

complex, park staff generally work with regional real estate or concessions management specialists who have the necessary expertise to negotiate and prepare the lease documents.

The primary benefit of leasing a historic building is preservation of the structure, with maintenance either performed by the lessee under NPS oversight, or with the lease revenue funding maintenance performed by NPS. A secondary benefit is interpretation of the structure. Lease arrangements may provide for some participation in park interpretive programs, such as an open house at a historic home, or interpretive signage on the property. Even in cases where no direct interpretation is offered, leasing of park historic buildings offers the opportunity to demonstrate NPS's stewardship role and illustrate the potential for preservation and reuse in the community beyond park borders.

A park unit might have a single historic structure appropriate for leasing, a number of similar structures, or an entire complex of buildings. At Hot Springs National Park, the Quapaw Bathhouse is leased to a modern spa operator. At Cuyahoga Valley National Park, historic farmsteads are leased as working farms. And at Indiana Dunes National Lakeshore, the National Historic Landmark Century of Progress homes from the 1933 Chicago World's Fair are part of the park's residential leasing program, administered by a non-profit organization through a cooperative agreement with NPS. Leasing can work on many levels from a simple, single arrangement to an extensive ongoing program.



The Cook House (L) and Robinson House (R) at Lincoln Home National Historic Site. Part of the streetscape surrounding the Lincoln home, these buildings are leased to other government agencies and private businesses as office space. Credit: National Park Service.

While there are a number of park units with successful leasing programs, leasing is often not explored as an option in park planning, or is quickly dismissed from consideration. There are barriers, both real and perceived, that present challenges a park must overcome. One such barrier is the perception that park staff lack the expertise to engage



in leasing, or do not have access to that expertise. A review of the leasing program in 1996 found that “use of the historic property leasing program was greater in its initial years when there was a service-wide coordinator working to encourage and assist park superintendents to consider leasing specific properties” (*Preserving Historic Structures in the National Park System: A Report to the President*, 1997.) The staff we spoke with at parks with successful leasing programs reported no issues with access to the expertise needed to negotiate and prepare short-term leases, but did report significant delays when a long-term lease required the approval of the Director.

When a lessee rehabilitates a historic structure for an income-producing use, historic rehabilitation tax credits may be available to offset some of the costs. However, under current tax law, a lease must be for a term of at least 39 years on a non-residential property in order for the lessee to qualify for the credits. This “recovery period” far exceeds the reasonable lease term for park historic structures. Current regulations allow NPS to enter into a lease of up to 60 years, but in practical terms, leases of more than 20 years are very rare. A change to the tax code to allow tax credits for shorter lease terms would be very beneficial to the NPS leasing program, making structures that need substantial rehabilitation more attractive to potential lessees.

In addition to these barriers, there are regulatory processes such as Section 106 and NEPA review that will be required for any lease, a situation that does not occur outside of federal property. The park must be prepared to expedite these processes and account for the related expenses in determining whether leasing is a viable alternative.

Finally, public perception may be a barrier to establishing a lease for park historic structures. The local community may object to commercial uses of park resources, or feel a lessee is getting an unfair advantage, unless a good public relations effort is made to explain the competitive bid process. The park must be able to explain to the public’s satisfaction how the proposed use of the leased property is compatible with park values. The importance of public perception is illustrated at Gateway National Recreation Area, where the park had to abandon a leasing arrangement at Fort Hancock due in part to the public’s opposition to the planned private commercial use of the property, but has successfully leased the hangar at Floyd Bennett Field as a sports complex open to the public.

#### **1. Dune Shacks of the Peaked Hill Bars Historic District, Cape Cod National Seashore**

The Peaked Hill Bars Historic District is a traditional rustic art colony/summer home community among the dunes between Provincetown and Truro, Massachusetts, on the Atlantic shore of Cape Cod. The community began in the 1920s, with most of the structures built in the 1930s. Over the years, there were some long-time owners, and other shacks were rented out to short-term (one to two week) visitors. Among the artists and writers who spent time there was Harry Kemp, “the Hobo Poet,” who spent his

summers in the dunes for 40 years. When Cape Cod National Seashore was established in 1961, the dune shack owners were given reserved rights of 25 years or to the death of the owner, after which NPS would gain full ownership of the property. The shacks are small and most are quite rustic, with no indoor plumbing or electricity. A few shacks have been lost to the sea, succumbing to the natural shifting of the dunes and the shoreline. The trip to a paved road is several miles over sand.

There are 19 dune shacks in the historic district. One is an in-holding over which NPS has no authority, and 18 are NPS property. Three are used by the park for the Artist-in-Residence and Writer-In-Residence programs, continuing the tradition of the art colony and providing an interpretive connection to the reason the historic district was established. The in-residence agreement stipulates participation in the park's interpretive programs, and a weekly ranger-guided tour brings visitors to the shacks to meet the artists and talk about their work and the inspiration provided by the dune shack setting. Three shacks are leased to non-profit organizations that make them available for week-long use by members of the public. Two are leased as private residences; these leases were awarded competitively for periods ranging from three to ten years.

A few of the dune shacks are still under reserved rights agreements that will expire in the next few years. The remainder are under temporary annual special use permits on an interim basis following the expiration of the reserved right. This arrangement was put in place until a plan for the district could be developed. That plan is now final and sets out a continuing mix of arrangements for the dune shacks. The in-residence park programs will continue, as will the non-profit leases for short-term visitor use. (Non-profit leases are awarded non-competitively, and can be for longer than ten years, although longer-term leases need the approval of the Director of the NPS.) The rest of the dune shacks will be made available for lease as private summer residences, with lease terms of three to ten years. These leases will be awarded on a competitive basis.



**C Scape dune shack, Cape Cod National Seashore. This primitive structure (no electricity, no indoor plumbing) is managed by the non-profit Provincetown Community Compact, which in turn leases it for one-week stays or three-week artist residencies. The one-week stays are available to the public on a lottery basis, and the artist residencies require an application and participation in the park's interpretation program. Credit: The Dune Tramp.**

Shack lessees, whether private individuals or non-profit organizations, are responsible for maintenance on the dune shacks, subject to the approval of the park staff. Income from the leases is retained by the park for preservation maintenance, on the shacks and other historic structures, on a “no year money” basis, meaning it does not have to be used within one budget cycle. The park maintains a building file for each shack with a record of all the work that is done. In cases where a substantial amount of preservation work needs to be performed, a lease of more than ten years may be negotiated, in order to fully amortize the cost of the work over the life of the lease.

The park works with the leasing specialist in the Northeast Regional Office in Philadelphia to put together each lease. Park staff draft the lease using NPS templates in the Leasing Reference Manual, and the leasing specialist orders the appraisal needed to establish fair market value and the terms of the lease. Leases of less than ten years are completed within the region, and the park reports the regional support is good and completes the lease negotiations within a few months, comparable to the local real estate market outside the park. Before the regional leasing specialist was hired in 2009, leases took as long as three years to be written up. If a lease needs the approval of the NPS Director (more than ten-year term), response time is very slow.

In addition to their ongoing program of leasing for historic structures, Cape Cod National Seashore has recently received special funding for a pilot leasing program for non-historic structures in the park. This program will focus on some of the Modern-style residential properties within the seashore. While these properties are not yet old enough to qualify as historic structures, some may be National Register-eligible within a few years. In the meantime, expanding the leasing program helps the park address its overall maintenance funding needs.

(See Appendix A for the contact information for the park leasing program, and for the leasing management plan.)



**Thalassa (Hazel Hawthorne Werner) dune shack, Cape Cod National Seashore. This shack was built in 1931 and is currently managed by the Peak Hill Trust who awards one-week stays via a lottery system. Credit: The Dune Tramp.**



## 2. Skagway Historic District, Klondike Gold Rush National Historical Park

Klondike Gold Rush National Historical Park was established to protect the trails, historic towns, and buildings of the Gold Rush era. Skagway, Alaska, was the starting point for miners heading out to the gold fields of the Yukon, and in its heyday at the turn of the 20th century, the main street featured the businesses, architecture, and townscape that characterized a mining boomtown. That main street is now protected as a historic district listed on the National Register of Historic Places.



Downtown Skagway, Alaska. The National Park Service rehabilitated these historic buildings that housed stores and shops during the Alaska Gold Rush and leases them out to businesses today. Credit: Grant Crosby/ National Park Service.

The park was established in 1976 and NPS began restoring the historic structures, with the intention of re-creating the historic streetscape of Skagway. The first buildings restored were put to use for park purposes, and in the late 1980s, the park began leasing some of the buildings for use as retail shops and commercial enterprises. Currently there are 15 restored historic structures, and the streetscape is a mix of park use and leased properties side by side within the district.

The priority for the leasing program is to renew leases for revenue generation, but the park will review each lease as it comes up for renewal and has taken some structures out of the leasing program to convert them to park use. All revenue from the leases stays in the park and most of it is used for historic structure preservation; the remainder is used for other maintenance needs. Lessees are responsible for basic ongoing maintenance on the structures, and NPS takes care of major preservation maintenance and exterior painting.

The leases do not require any participation in park programming or interpretation. One lessee adopted the historic name of the building for their business. The park is in the process of installing signage outside each building displaying QR codes readable by

smartphones and tablet computers, which link to websites with information about the historic structures.

Klondike Gold Rush NHP’s leasing program is managed by the park’s Chief of Business and Administration. Support from the regional concessions management staff is available on an as-needed basis, and the park reports no difficulties getting that assistance on a timely basis. (See Appendix A for park leasing contact information and a description of the leasing program.)

## B. Adaptive Reuse for Special Park Purposes

Adaptive reuse of historic structures is an alternative to simple preservation that can turn white elephant buildings into useful space for park purposes. In a broad sense, most of the examples discussed in this guide under the Leasing and Partnership sections also involve adaptation of the building for a new use. NPS uses the term “adaptive reuse” to describe projects in which a historic building is modified for a new park use, and that is what we discuss here.

Examples of adaptively reused historic buildings in national parks include homes turned into visitor centers, Civilian Conservation Corps camp buildings converted to maintenance facilities, and resort complexes modified for use as research facilities. Any of these reuses helps a park fulfill its stewardship responsibilities for historic structures and saves money on new construction. In addition, some types of uses allow a park to tap additional sources of funds for rehabilitation and maintenance, including NPS funds designated for particular programs or initiatives and money from outside sources. For example, NPS has statutory authority to enter into cooperative agreements with educational institutions and state and local governments to develop research and training programs, and can accept financial assistance from such partners for research facilities.

Crater Lake receives funds through the sale of special license plates from Oregon’s Department of Motor Vehicles. The park uses these funds to support the Crater Lake Science and Learning Center and other projects.



Other funding sources are also allowed. The rehabilitation of the National Historic Landmark Superintendent’s Residence and the Chief Naturalist’s Residence at Crater Lake National Park for use as headquarters and housing for the Crater Lake Science and Learning Center was partially funded through the sale of special Oregon state license

plates that depict a Crater Lake scene. These license plates are available through Oregon's motor vehicle offices and cost an additional, one-time \$20 fee. Proceeds from the sale of the Crater Lake license plates continue to help fund historic structure rehabilitation, the Crater Lake Science and Learning Center, and other park projects.

The Crater Lake Science and Learning Center is one of a network of 17 Research Learning Centers in the park system. These centers bring researchers into the parks for in-depth science research, advancing both the parks' needs for scientific information, and the parks' function as a laboratory for research. Facility needs for Research Learning Centers differ from other park purposes, and may be a particularly good match to certain kinds of historic structures in parks. While an adaptive reuse project for a visitor center or interpretation facility will generally focus on a single building in a highly visited area of the park, a Research Learning Center usually needs several buildings for laboratory, office, and lodging space, and is best located away from high visitor-use areas. Former military complexes, guest ranches, and resorts all have the mix of lodging and other buildings needed, and are designed for short-term stays by large numbers of people, therefore needing minimal redesign to accommodate use as a research facility.

Not all parks are suitable for a research learning center, nor do they all have the type and arrangement of unused historic structures that would be suitable for reuse as a research learning center. Parks that do not have a complex of buildings as described in the following examples may find elements of these projects that would be applicable on a smaller scale or for a different kind of facility. Even a single structure could have the potential for reuse as an education or training center, if park staff were encouraged to consider such projects as opportunities rather than obstacles.



**Rockefeller Hall, Acadia National Park.** The National Park Service is allowed to accept donations of money directly from private individuals for the purposes of historic preservation. At Acadia National Park, a local resident made a donation of \$1 million to NPS to assist in the rehabilitation of Rockefeller Hall, formerly part of the U.S. Naval Base at Winter Harbor. The base was closed in 2002 and the land and buildings transferred to NPS for use as part of the Schoodic Education and Research Center (SERC). Rockefeller Hall will serve as a visitor center and include a small conference space, SERC staff offices, and lodging for researchers. Credit: Acadia National Park.



## 1. McGraw Ranch Complex, Rocky Mountain National Park

The Continental Divide Research Learning Center at Rocky Mountain National Park is one of the largest in the park system. It is housed in an adaptively reused historic guest ranch and is still called by its historic name, the McGraw Ranch. The park acquired the land parcel that included the McGraw Ranch complex in 1988. At the time, the privately owned land was adjacent to the park boundary and the park was concerned about the possibility of this large tract of land, which is prime elk and deer habitat, being developed.

Originally, all of the buildings at McGraw Ranch—the oldest of which dates to its homestead period in the 1880s—were slated to be demolished. The National Trust for Historic Preservation (NTHP) and local residents objected to the demolition of the structures and began to work with NPS to develop a plan to use the structures in a way that would benefit the park, local community, and historic preservation community. This work grew into a successful partnership between Rocky Mountain National Park, the National Trust for Historic Preservation, and the Rocky Mountain Nature Association (cooperating association) to rehabilitate the ranch structures and establish the McGraw Ranch Research Center.

NTHP provided a grant to the Rocky Mountain Nature Association’s fundraising arm to conduct a study of reuse options for the ranch (e.g., cross country ski area, artist-in-residence complex, and a private guest lodging). Consultations with park leadership led to an adaptive reuse idea that addressed a top park need—housing for researchers. At this time, the need for natural resource research was increasing system-wide and researcher housing and work space were in short supply at Rocky Mountain National Park. Accommodations for researchers working within national parks can be limited and/or prohibitively expensive, especially during the summer when park visitation is high. Since the McGraw Ranch had previously housed overnight guests, this reuse was a very compatible fit. As a representative from NTHP remarked, “The key to making adaptive use successful is finding a new use that is physically compatible with what is already there.”

Once the adaptive reuse plan for the ranch was identified as serving a major need for the park, the ranch became a positive opportunity and not simply a financial burden and liability. The project managers researched adaptively reused complexes at a number of parks, including Olympic and Yosemite; they looked at how these operations were funded, what structures they included, and what resources they provided.

At this point the value and necessity of partnerships was fully realized. In addition to the Trust, another vital funding partner for the park was the Rocky Mountain National Park Associates, who had experience with adaptive reuse of historic structures as they are headquartered in a former park residence that was rehabilitated into office space in the

mid-1990s. The park also wanted university partners involved with the project from the start so that the project managers could understand the needs of one of their main future clients. Colorado State University, University of Colorado, and the University of Northern Colorado were brought in as original partners.



Continental Divide Research and Learning Center, Rocky Mountain National Park. The main building at McGraw Ranch was completely rehabilitated with funds, staff, and volunteers from the National Trust for Historic Preservation and NPS to provide kitchen, meeting, sitting, and office space for park staff and visiting researchers. Credit: Dan Saxton.

Rehabilitation work to convert the former guest ranch into a research facility began in 1999. The rehabilitation costs totaled approximately \$2 million, of which \$1.1 million came from monies collected at Rocky Mountain National Park through the recreational fee demonstration program. NTHP raised \$800,000 and the Rocky Mountain Nature Association contributed another \$100,000.

From the beginning project managers focused on funding the rehabilitation work as well as developing a financially sustainable operational plan to ensure that the ranch remained in good condition through regular maintenance. One of the ranch structures is used for park staff housing. Including the building in the general pool of housing makes it eligible for cyclical Park Service funding. This regular funding helps maintain these buildings for the long term, as special funding sources funds are exhausted, expire, or are not renewed. The Continental Divide Research and Learning Center provides an additional \$40,000 per year for maintenance.

The McGraw Ranch rehabilitation project provided hands-on learning experiences and training opportunities for NPS staff and more than 200 volunteers. NTHP organized a number of volunteer days for their members as well. Volunteers assisted with all aspects of the project, including stabilization of the 1884 barn; carpentry, electrical, plumbing, and painting; and window, door, and log repair. The NPS Preservation and Skills Training program, which provides hands-on training opportunities for maintenance personnel, conducted several work sessions at McGraw Ranch. The park hosted several

training sessions for both NPS personnel and students, providing lessons in window restoration (all 200 windows throughout the ranch complex are original and were restored), structural stabilization, and other techniques. Park staff also worked with Colorado State University on several training sessions for their construction management degree program, including a barn restoration workshop.

Today, McGraw Ranch is an invaluable resource for the researchers, academics, and resource professionals who stay and work in the rehabilitated historic structures. In addition to sleeping quarters, the ranch has a small lab, a kitchen, and work space. Currently, McGraw Ranch supports a number of research projects, including elk studies, a yearly butterfly inventory, rare plant studies, fire history research, and glacier monitoring. This research ultimately benefits the three million visitors to Rocky Mountain National Park each year as resource managers are able to use the data to make better informed decisions.

## **2. Western Center for Historic Preservation at White Grass Dude Ranch, Grand Teton National Park**

One of the oldest dude ranches remaining in Grand Teton National Park, White Grass Dude Ranch operated from 1919 until 1985, then sat empty and unused for twenty years. Rehabilitation of the structures began in 2005 to repurpose the ranch to house the Western Center for Historic Preservation. The primary goal of the Western Center for Historic Preservation is to increase NPS's capacity to restore and maintain historic buildings through hands-on training of NPS staff. NPS is currently rehabilitating the ranch's structures for use as housing for staff from other parks while they complete historic preservation training on structures in Grand Teton or Yellowstone national parks. Once it is fully operational in 2016 the Center will focus on rehabilitating vernacular log and stone structures throughout NPS's Alaska, Intermountain, and Pacific Northwest regions.



**One of the White Grass Ranch guest residences that the Park Service will rehabilitate to house staff while they learn historic preservation skills at future Western Center for Historic Preservation trainings. Credit: Kali Saxton-Shaw.**



The Center's model stems from the fact that it is neither feasible nor efficient to have full historic preservation crews in every national park. Instead, a large center is established with a dedicated staff of skilled preservationists who can travel to many parks to undertake restoration projects, and train local park staff to help lead maintenance staff and/or volunteers in future maintenance and preservation treatments on additional historic structures.

The Park Service partnered with the National Trust for Historic Preservation, who committed to raise close to a million dollars for the rehabilitation of the ranch. In 2005 the park got a base operations funding increase for four permanent employees (one director and three specialists) who are stationed in the park; White Grass Ranch is their summer base of operations.

While the primary short-term goal is to complete the White Grass Ranch rehabilitation, there is already demand for the Western Center for Historic Preservation's expertise in other parks. The Center has completed projects for Zion, Capitol Reef, and Joshua Tree national parks, using project funds awarded to each park. The Western Center for Historic Preservation will initially focus on rustic and vernacular architecture and could branch out into other specialties later. However rustic architecture dominates the historic structures throughout Alaska, the Pacific Northwest, and Intermountain regions, so there is no shortage of structures that need treatment. These projects will be funded with project funds that are applied for at each of the individual parks.

### C. Partnerships

NPS has long had the authority to contract and make agreements with organizations, individuals, and government agencies to preserve and maintain historic structures and to operate them for public use (see Appendix B for partnership authority). Partnerships serve to further park goals such as interpretation and visitor services as well as preservation of the structures. These partnerships are different from concessions contracts in that there is not a private profit motive as there is for a concessioner. They are different from leasing situations because partnerships are established to carry out park programs, whereas an activity in a lease need only be compatible with park purposes.

The partnership authority allows a broad range of uses beyond a museum or simple interpretation of a historic structure. Many possible uses have no inherent connection to a particular building at all, but using historic structures to house these partnership ventures is an opportunity to keep them in use and move them higher on the priority list for maintenance. In most partnership agreements, there will be some fee or revenue paid to NPS from the partner's operation that helps to offset the costs of preservation maintenance.

There are different forms of agreement which NPS can use for these partnerships. Cooperative agreements are used for partnerships in which NPS provides services or transfers property or appropriated funds, and which

- Carry out a public purpose of any NPS program with a government or public agency, education institution, or non-profit organization (authorized under 16 U.S.C. 1g,) or
- Carry out research and training programs with education institutions or state governments/agencies (authorized under 16 U.S.C. 1a-2(j))

Cooperative agreements require “substantial NPS involvement” in the partnership. This can be participation in the development of interpretive messages to be used in the project or program, compliance activities such as Section 106/NEPA processes, or ongoing responsibility for maintenance and preservation of historic structures used in the program. The latter case is still of interest to us as an alternative management approach, even though it does not transfer maintenance responsibility to another party, because use of a structure is the best way to ensure it gets regular maintenance.

Cooperative agreements must be reviewed by the Office of the Solicitor, and are signed by a Contracting Officer. Larger parks may have their own contracting officer, but in most cases this expertise will be at the regional level.

General agreements are used for partnerships or arrangements where no financial assistance is provided by NPS, and no transfer of property or services is made, although the agreement can serve as the administrative framework for such projects to be developed. Friends groups, cooperating associations, and fundraising/donation efforts usually have a general agreement with NPS. These agreements can be signed by a superintendent, regional director, or higher level NPS administrator, depending on the scope of the arrangement.

The NPS Agreements Handbook (available from the NPS Office of Policy, and linked in Appendix B) provides guidance on both types of agreements and has forms to be used in drafting an agreement. Using the forms provided helps to insure that all the necessary elements are included, although there is no requirement that the agreement follow a specific format.

Most existing partnerships are with cooperating associations, or nonprofit organizations operating museums. Obviously there are few such organizations connected to each park, and limiting consideration to these groups limits the number of historic structures that can be maintained and used under these agreements. Neither the partnership authority nor NPS policy is as restrictive as these most common uses would suggest, and parks

should be encouraged to seek out new partners and consider a wider variety of uses in order to create additional opportunities for unused historic structures.



1877 Volcano House, Hawai'i Volcanoes National Park. Before 1972 rehabilitation.



Volcano House after rehabilitation. Credit (top and bottom): National Park Service.

### 1. Volcano Art Center, Hawai'i Volcanoes National Park

The 1877 Volcano House at Hawai'i Volcanoes National Park is the oldest visitor accommodation in Hawai'i, and the first western-style (as opposed to Native Hawaiian) structure built in the Crater Rim area. (The present Volcano House Hotel was built by the Civilian Conservation Corps in 1941 on the original site of the 1877 building.) The Volcano Art Center (VAC) operates the 1877 Volcano House as a gallery, exhibit, and retail space, under a cooperative agreement with NPS. The partnership began in 1974, and the agreement is currently written for a five-year term.



Under the cooperative agreement, VAC pays NPS a set fee from the proceeds of sales and admissions to their programs, pays for NPS services related to those programs, and reimburses the park for utility costs. VAC also fundraises for donations toward the preservation of the building. NPS is responsible for all maintenance and preservation work on the historic structure, and the agreement requires that NPS take action to perform any work necessary to maintain the integrity and historic fabric of the building.

VAC's mission focuses on the artistic and cultural heritage of Hawaii's people and environment, expressed through visual, literary, and performing arts. The purpose of the partnership agreement with NPS "is to facilitate cooperation between the Park and the VAC in the interpretation of the natural and cultural aspects of Hawai'i Volcanoes National Park." VAC's rain forest tours and restoration work, hula and ukulele lessons, and exhibition and sales of a wide variety of art and craft works expand the park's interpretive scope. The use of the 1877 Volcano House as the center for this activity highlights the history of tourism at the park and the important role of cultural interface between visitors and the Native Hawaiian community that both shaped the development of the park and determines its future.

## **2. Peters Valley Craft Center, Delaware Water Gap National Recreation Area**

In 1978, Delaware Water Gap National Recreation Area was transferred to NPS after the termination of the Tocks Island Dam project. Although thousands of homes had been demolished by the US Army Corps of Engineers in anticipation of building the dam and reservoir, there were still nearly 500 structures on the land transferred to NPS, many of them historic. Some of these structures had been occupied or used under temporary agreements during the contentious period when the dam was still under consideration, but due to the uncertain situation, maintenance had fallen behind even on the occupied structures. The park developed a plan to assess the needs of the structures and determine achievable management strategies. It quickly became apparent that the necessary preservation maintenance on just the highest-priority historic structures was going to take years. As a result, the park established agreements with several nonprofit organizations to transfer management and maintenance of some of the historic structures to these groups. In some cases, these agreements were continuations of the temporary arrangements that were already in place. One such case was the agreement with the Peters Valley Craft Education Center for the management and use of the historic village of Peters Valley.

The village of Peters Valley is a National Register-listed historic district consisting of 14 buildings. The Peters Valley Craft Education Center uses and manages these 14 buildings, plus an additional 20 non-historic buildings. The historic structures are used as a craft store and gallery, living quarters for artists and students, studios, and cafeteria/lounge facilities. The core of the craft center's programming is summer

workshops lasting two to five days each. They also offer youth art programs at the village and school programs in which artists from the center visit local schools. Auctions, visiting instructor presentations, and studio tours in the village are open to the public.

The craft center's cooperative agreement with the park is written for five-year terms. Under the agreement, the craft center is responsible for maintenance of the historic structures in the village, subject to NPS oversight. The park's facility management plan placed all of the historic structures in Peters Valley in the top priority group, due to their cultural and scenic qualities and the integrity and adaptability of the structures. The plan designated preservation level treatment for the exteriors and rehabilitation treatment for the interiors, and estimated the cost for that treatment at \$1.2 million when the plan was developed in 1987. Maintenance and rehabilitation are ongoing as the craft center's budget allows; some of the historic homes used to house students and artists are still operating with utilities that have not been upgraded. The center has to cover most of the maintenance costs out of their operating budget, as private donors and foundations are sometimes hesitant to support historic preservation projects on structures that are not owned by the organization but simply under a short-term, though consistently renewed, agreement.

While visitors to Peters Valley are sometimes surprised to find a contemporary crafts school instead of a living history program, the craft center's use of the historic district re-creates much of the sense of village life. There is very limited interpretation of the buildings as individual historic structures, but none of the buildings are individually significant—it is the village that is important, and the cooperative agreement with Peters Valley Craft Education Center assures the village will continue to thrive. Without this agreement, and the several other agreements with nonprofit organizations in place at Delaware Water Gap NRA, the park would be unable to maintain the majority of its historic structures.

#### **D. Preservation Maintenance Alternatives**

Many of the unused historic structures across the park system need substantial preservation treatment before they can be made available for leasing, reuse, or partnership arrangements. In some cases, the work may not be particularly complex but is very labor-intensive. The Secretary of the Interior's Standards for the Treatment of Historic Properties include the expectation that historic construction methods and materials be used in order to retain a structure's historic integrity. Historic construction methods and materials relied more on labor than machines and the parks simply do not have the staff to accomplish this work. NPS does, however, have the ability to accept the help of volunteers or organizations such as The Student Conservation Association and the Corps Network that employ interns who are paid a stipend rather than an hourly wage (see Appendix C for Director's Order #20 on agreements and other policies relating to volunteer

assistance). While a park still incurs maintenance costs even when using volunteers or interns, such projects average 60 percent of what it would cost to hire contractors to perform the work.

A 2012 memorandum of understanding (MOU) provides the framework for federal land management agencies, including NPS, to work with HistoriCorps, the Student Conservation Association, and the Corps Network on historic preservation projects. These groups provide volunteer opportunities for the public and train the next generation of craftspeople and park advocates. While NPS has worked with the Student Conservation Association and the Corps Network extensively on natural resource conservation projects, HistoriCorps is solely focused on improving the condition and usability of historic structures on public lands. A nonprofit historic preservation organization founded in 2009 and headquartered in Denver, Colorado, HistoriCorps provides skilled preservation professionals, experienced volunteer managers, and the project management expertise unique to historic preservation projects. Under the MOU, HistoriCorps acts as the project manager to develop and implement park historic preservation projects. The Student Conservation Association and the Corps Network supplement HistoriCorps' own cadre of volunteers to provide the work force needed for these labor-intensive projects.

The MOU details that these groups and the federal land agencies agree to work in mutual benefit to preserve historic structures in a cost beneficial way that involves the public. It also details under which authorities HistoriCorps is able to work on federal lands (e.g., Public Lands Corps Act, National Historic Preservation Act) and lays out the responsibilities for each of the actors (e.g., reports that need to be written and submitted, and how the parties should communicate with each other). This MOU provides an administrative framework that did not previously exist for preservation maintenance partnerships that are focused on a single project rather than the ongoing management and use of a historic structure.

HistoriCorps achieves their preservation goals by recruiting, training, and managing volunteers to perform labor-intensive historic preservation work that requires low or moderate skills. Examples of this type of work include rehabilitating or reconstructing rustic architecture (i.e., log, stone, or adobe)—log work, adobe, roof and siding shingling, and straightforward window repairs (e.g., glass replacement, glazing, scraping and painting). Using volunteers who are guided by preservation professionals to perform these types of jobs is where the cost savings to public land managers is realized.

This model not only helps to keep costs down, it provides opportunities for volunteers to learn skills and gain a greater appreciation for local history and area resources. Volunteers on projects are able to walk away after a day's work with an enduring attachment





The Cascade Canyon patrol cabin in Grand Teton National Park during HistoriCorps rehabilitation. Credit: HistoriCorps.

to the historic structure. There are also opportunities to learn about the structure they are working on as HistoriCorps researches the structures during the planning phase and passes this information on to the volunteers. In addition to historic preservation expertise and the capacity to provide volunteers, HistoriCorps also provides media coverage and positive public relations for land agencies.

HistoriCorps does provide maintenance recommendations, and while they work to establish long-term relationships with public resource managers, they offer their skills as preservationists and not as ongoing maintenance workers. For instance, HistoriCorps does not return each year to paint the structures they preserve; they feel this routine maintenance is better left to the land agency staff or friends groups.

Because HistoriCorps is a nonprofit organization, they can work with NPS as partners through cooperative agreements, and projects do not need to be put out to bid. The time required for a project from initiation to completion depends on several factors. If structure documentation and funding for the project itself are in place, projects can move from the MOU planning phase through the preparation of the task agreement and into implementation very quickly. In situations where NPS does not have the documentation or funding available, there may be an opportunity for other partners, including NPCA, to assist with obtaining them, allowing a project to move forward.

HistoriCorps has worked with cultural resource staff, superintendents, and maintenance staff within NPS; most of their contact has been with cultural resource staff. Overall, it has been difficult for HistoriCorps to make the necessary contacts to get a project considered. NPS's Facilities Advisory Committee sent out a memo in late 2011 to park maintenance staff, which introduced HistoriCorps, explained what services they offer, and invited facility managers to consider them a resource. In March 2012, HistoriCorps

staff conducted site visits to seven park units in New Mexico and Texas and anticipates working in one or more of these parks before the end of 2012. Their authority under the MOU allows them to work throughout the park system, but in order to reach out from their base in the Rockies, they will need help to introduce them to park staff, tell their story, recruit volunteers, and attract donors.

The 2012 MOU allows the National Park Service and HistoriCorps to plan a historic preservation project; implementation requires a separate task agreement and funding. Because the MOU creates a new framework for historic preservation projects, and because HistoriCorps is a small organization with few staff, there is a great opportunity for NPCA to assist with introducing HistoriCorps into the parks; identifying funding/donors who are interested in tangible projects or cultural resource issues; and recruiting, informing, and engaging volunteers for historic preservation projects in national parks.

#### **1. Chambers Residence, Mormon Row Historic District, and Cascade Canyon Patrol Cabin, Grand Teton National Park**

HistoriCorps has completed two separate historic preservation projects in Grand Teton National Park. On the first project in 2010, they partnered with NPS to rehabilitate the Chambers Residence at Mormon Row. A National Register-listed historic district, Mormon Row is one of the most visited areas of Grand Teton National Park. The Chambers Residence had been used intermittently for material or tool storage for many years, and was in need of rehabilitation work in order to be adaptively reused as an interpretive site for park visitors. HistoriCorps was able to complete a tremendous amount of work on the Chambers Residence in a short period of time—they replaced nine of the structure’s deteriorated wooden logs, stabilized the front porch, reestablished appropriate drainage, and undertook minor foundation work—all in just three days.



**A National Park Service staff person demonstrating historic construction methods to a HistoriCorps volunteer during the Chambers Residence rehabilitation. Credit: HistoriCorps.**

After the success of this project the park invited HistoriCorps to return for a backcountry project on the Cascade Canyon Patrol Cabin. The Civilian Conservation Corps constructed the original Cascade Canyon Patrol Cabin and a barn at Grand Teton in 1935. The original backcountry patrol cabin was demolished by an avalanche in 1960 and the barn was converted into the new patrol cabin for housing for backcountry rangers and trail crews. Over the course of two eight-day sessions, HistoriCorps volunteers and Park Service staff were able to repair the log structure, reshingle the roof with cedar shingles, and reglaze and repaint windows.

## V. Conclusion

In 1997, NPS compiled a report on the status of park historic structures, *Preserving Historic Structures in the National Park System: A Report to the President*. The report characterized the challenges in preserving historic structures this way:

"Based on identified maintenance, rehabilitation, and development needs, the NPS does not have and never has had enough funds or staff to care for all resources in its custody. Contributing to the fundamental problem are unrealistic expectations reflected in and furthered by park planning documents, an overwhelming deferred maintenance workload, and a lack of multidisciplinary focus to set and achieve realistic goals in cooperative efforts recognizing the value of all aspects of park operations."

The report laid out some desired outcomes and guiding principles, among them "to develop plans to encourage others to protect those resources the NPS cannot protect... and to ensure that field managers have authorities and flexibility to create opportunities for others to protect and interpret significant resources." The report made four option recommendations: cooperative agreements and other partnership arrangements; leasing; conveyance to private organizations and individuals; and philanthropic support. Unfortunately, the guiding principles described in the report are not being used, and the options for historic structures are greatly under-utilized. And in the 15 years since the report was issued, the core funding and staffing problems it identified have only gotten worse.



The Center for Park Research prepared this guide in the hopes that NPCA can make a difference. The Center intends for this to be a dynamic reference that will be updated on a semi-annual basis to keep policy and contact information current and add new examples. By getting involved in park planning for historic structures, we can suggest options for management and use, help parks access the information and expertise they need to implement alternatives, and advocate for community involvement in preserving and using these important resources. Our efforts will help NPS find ways to meet the funding and staffing challenges that threaten many of the most visible elements of our American story.

## VI. Appendices

### A. NPS Resources: Staff Contacts for the Examples

#### **Cape Cod National Seashore Leasing Program contact and information:**

Sue Moynihan  
Chief of Interpretation and Cultural Resources  
Telephone: 508-771-2144 x330  
Email: Sue\_Moynihan@nps.gov  
[http://www.nps.gov/caco/parkmgmt/upload/CACO\\_DuneShacks\\_EA\\_Web.pdf](http://www.nps.gov/caco/parkmgmt/upload/CACO_DuneShacks_EA_Web.pdf)

#### **Klondike Gold Rush National Historical Park Leasing Program contact and information:**

Reed McCluskey  
Chief of Business & Administration  
Telephone: 907-983-9218  
Email: Reed\_McCluskey@nps.gov  
<http://www.nps.gov/klgo/parkmgmt/historic-leasing-program.htm>

#### **Rocky Mountain National Park contact for McGraw Ranch/Continental Divide Research Learning Center:**

Paul McLaughlin  
Ecologist  
Telephone: 970-586-1282  
Email: Paul\_McLaughlin@nps.gov

#### **Hawai'i Volcanoes National Park contact for Volcano Art Center cooperative agreement:**

Leannette Yoshida  
Chief of Administration  
Telephone: 808-985-6005  
Email: Leannette\_Yoshida@nps.gov

#### **NPS contact for HistoriCorps projects**

George McDonald  
Youth Programs Manager  
Telephone: 202-513-7146  
Email: George\_McDonald@nps.gov

## B. Laws and Regulations

1. National Historic Preservation Act of 1966, as Amended: [http://www.cr.nps.gov/local-law/FHPL\\_HistPrsvt.pdf](http://www.cr.nps.gov/local-law/FHPL_HistPrsvt.pdf)
2. 36 CFR Part 60 - National Register of Historic Places: <http://www.cr.nps.gov/nr/regulations.htm>
3. Adaptive Use of Historic Property - Leases and Exchanges ([16 U. S. C. § 470h- 3](#))
4. 36 CFR Part 68 – The Secretary of the Interior’s Standards for the Treatment of Historic Properties: <http://www.nps.gov/hps/tps/standguide/>
5. 36 CFR Part 800 – Section 106, Protection of Historic Properties: <http://www.achp.gov/regs-revo4.pdf>
6. Advisory Council on Historic Preservation’s “A Citizens Guide to Section 106 Review”: <http://www.achp.gov/docs/CitizenGuide.pdf>
7. 36 CFR Part 18 – Leasing of Properties in Park Areas: [http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title36/36cfr18\\_main\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title36/36cfr18_main_02.tpl)
8. Use of Rehabilitation Tax Credit by Lessees: [Internal Revenue Code Section 47c \(2\)\(B\)\(vi\)](#)
9. Agreements to Protect, Preserve, Maintain, or Operate Historic or Archeological Buildings, Sites, Objects, or Property ([16 U. S. C. § 462\( e\)](#))
10. Historic Preservation Research and Training Grants ([16 U. S. C. § 470x- 4](#))
11. Acceptance of Volunteer Services ([16 U. S. C. 18g](#))

## C. NPS Policies

1. Director’s Order 38 – Real Property Leasing <http://www.nps.gov/commercialservices/docs/Apr-7-Directors-Order-38-Real-Property-Leasing.pdf>
2. Leasing Handbook: available to NPS staff only, through NPS Office of Policy

3. Director's Order 20: Agreements: <http://www.nps.gov/policy/DOrders/DOrder20.html>
4. Agreements Handbook: <http://www.nps.gov/hfc/acquisition/agreements.htm>

**D. HistoriCorps MOU**

<http://historicorps.org/wordpress/wp-content/uploads/2012/05/MOU-reduced-file-size1.pdf>

**E. Volcano Art Center Cooperative Agreement**

PDF to be attached. Not available online.

**F. Alcatraz Island National Historic Landmark Sustainability Modifications**

[http://www.nps.gov/sustainability/parks/downloads/GPP20Success\\_GOGA\\_Alcatraz.pdf](http://www.nps.gov/sustainability/parks/downloads/GPP20Success_GOGA_Alcatraz.pdf)



**Notes:**

**Agreement No. H8080090003**

**COOPERATIVE AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
HAWAII VOLCANOES NATIONAL PARK  
AND  
THE VOLCANO ART CENTER**

This Agreement is entered into by and between the Volcano Arts Center (VAC), a domestic nonprofit corporation organized and existing under the laws of the State of Hawaii, and the United States of America, U.S. Department of the Interior, National Park Service (NPS), by and through the Superintendent of Hawaii Volcanoes National Park (the Park).

**ARTICLE I – BACKGROUND AND OBJECTIVES**

The Volcano Art Center is a private non-profit organization dedicated to arts and environmental education. Founded in 1974, VAC's mission is to promote, develop and perpetuate the artistic and cultural heritage of Hawaii's people and environment through activities in the visual, literary, and performing arts.

The purpose of this Agreement is to facilitate cooperation between the Park and the VAC in the interpretation of the natural and cultural aspects of Hawaii Volcanoes National Park. Interpretation will be done through a variety of artistic media, including exhibiting arts and crafts indigenous to or reflective of the Park and the Hawaiian culture.

The Park environment represents a source of inspiration of international stature and a catalyst for learning and creative expression that can be used to instill an understanding and appreciation of the value of the Park and its resources. This in turn can develop public support for preserving park resources, and retain traditions for the enjoyment of future generations.

Both the Park and the VAC are dedicated to preserving and encouraging the creation of appropriate art and crafts reflective of the Park and the Hawaiian culture through a variety of programs and activities for the enjoyment, education, and benefit of the public.

NPS has determined that it would be in the public interest for a private non-profit organization with expertise in promoting, developing, and perpetuating the artistic and cultural heritage of Hawaii's people and environment to complement NPS interpretive programs by producing and presenting activities in the visual, literary, and performing arts consistent with the cultural and natural resources of the Park.

## **ARTICLE II – AUTHORITY**

NPS enters into this Agreement pursuant to the authority granted by the following:

16 U.S.C. § 1 a-2(g), which authorizes NPS to enter into contracts including cooperative arrangements with respect to living exhibits and interpretive demonstrations, to sell products and services produced in the conduct of those exhibits and demonstrations, and to credit the proceeds there from to the appropriation bearing the cost of the exhibits and demonstrations.

16 U.S.C. § 1b (4), which authorizes, NPS to furnish, on a reimbursement of appropriation basis, all types of utility services to contractors or other users of services within the National Park System and to credit the reimbursement for cost to the appropriation current at the time reimbursements are received.

16 U.S.C. § 17j-2(e), which authorizes NPS to use appropriations for educational lectures in or in the vicinity of and with respect to National Parks and for services on NPS in cooperation with non-profit scientific and historical societies engaged in education work in the parks.

## **ARTICLE III – STATEMENT OF WORK**

### **A. VAC agrees to:**

1. Operate the Volcano Art Center as a bona fide, non-profit organization; maintaining in good standing its status as domestic nonprofit corporation organized and existing under the laws of the State of Hawaii and maintaining recognition by the Internal Revenue Service of its tax exempt status under Section 501 (c) (3) of the Internal Revenue Code.
2. Use the 1877 Volcano House and the associated lands, including the hula platform and thatched hale, that are identified in Attachment A to this agreement (collectively the “Associated Lands”) year round and to maintain and protect these for public use, enjoyment, and Park interpretation. Under no circumstance may VAC loan, rent, lease, assign or otherwise grant any third party the ability to use the 1877 Volcano House and/or Associated Lands.
3. Interpret the Park through the sales of handmade art and crafts that are inspired by and pertain to, or reflect, Hawaii Volcanoes National Park, or the traditional Hawaiian culture. All items are subject to approval by the Park Superintendent and VAC sales at the 1877 Volcano House must support the purposes of VAC as stated in their articles of incorporation.

4. Coordinate and manage operation of the 1877 Volcano House and Associated Lands by employing an Executive Director who will carry out the policies and directives of the NPS and supervise a sufficient number of staff with the expertise to operate all services authorized for the public under this Agreement within the Park.
5. Designate the Executive Director of the VAC as liaison to Park Management and to meet with the Park Superintendent or his/her representative as appropriate to discuss, plan and coordinate VAC operations within the Park.
6. Recognize that the VAC operations within the Park are perceived by the public to be an extension of the Park and represent the Park. In this context the VAC will ensure that activities, demonstrations, exhibits, publications, et cetera, are in keeping with the overall Park mission.
7. All Press Releases released by VAC must be approved by the VAC Executive Director and when related to park programs and activities designated NPS personnel.
8. Comply with any additional guidelines as authorized by the Park Superintendent.
9. Actively support Hawaii's artistic community and Hawaiian culture by insuring that a broad cross-section of local talent, with an emphasis on native Hawaiian artists, is represented in the VAC Gallery.
10. Ensure that archaeological specimens, cave formations, artifacts, and all other objects and materials protected by local, state and federal laws are not sold or given away.
11. Implement internal controls that support and compliment the Park's efforts to protect natural and cultural resources and values associated with the Park as well as related Department of the Interior policies, including but not limited to :
  - a. Ensure that no item will be sold or used that contains or is manufactured with any part of any rare or endangered species as defined under the Endangered Species Act, Title 16, U.S. Code Section 1531, et seq. (i.e., ivory, hawksbill turtle, et cetera).
  - b. Avoid the appearance of displaying or selling items or materials that the public perceives as being in conflict with the National Park Service objectives or policies.



One example would be depicting exotic species in a positive light.

12. Sponsor and/or produce Park educational activities, demonstrations, and exhibits that support the intent of this Agreement and the NPS mission, subject to review and approval by the Park Superintendent. These could include but are not limited to: lectures, dances, concerts, classes, workshops, seminars, presentations, exhibits, performances, publications, newsletters, and special events that occur within the Park. Any NPS interpretive programs at the 1877 Volcano House and/or Associated Lands may only be conducted by VAC if approved in advance and annually thereafter by the Superintendent.
13. Pay monthly charges to reimburse the Park in accordance with NPS Special Directive 83-2 (as it may be amended, supplemented or superseded throughout the term of this Agreement) for water, trash collection, et cetera, associated with use of the 1877 Volcano House and/or Associated Lands as needed. A copy of this Directive (as it may be amended, supplemented or superseded) is available at the Park Superintendent's office. For 2009 this amount will be \$800.00 and will be billed monthly. This reimbursement will be recalculated annually during the term of this agreement. VAC will pay their electricity directly to HELCO.
14. Pay the Park, from the proceeds from the sale of products and services produced in the conduct of living exhibits and interpretative demonstrations in the Park, an annual amount of \$6290.00, in addition to the reimbursement set out in Article III (A) (14) of this agreement, to help defray Park costs associated with such exhibits and demonstrations, including the hula platform, hale, and the 1877 Volcano House. Full payment is due at the beginning of each fiscal year but no later than the 15<sup>th</sup> of October. This amount will be recalculated annually during the term of this contract.
15. Expend all earned income derived from programs or activities authorized pursuant to this agreement (including but not limited to the sale of materials of interpretive, educational and thematic value and fees for interpretive programs) in a manner that supports the presentation of the public programs authorized by this agreement.
16. Ensure that no modifications, structural changes or other negative impacts will occur to the 1877 Volcano House during its use by the VAC without prior written approval of

- the Park Superintendent. This includes:
- a. Placement or removal of nails, screws, and other objects in walls, ceiling, timbers, floor, doors, windows, etc.
  - b. Placement of excessively heavy items on floor, walls or rafters.
  - c. Ensuring that all employees of and volunteers to VAC are aware of and follow these guidelines.
  - d. Pay the Park for the cost of correcting each such incident based upon actual costs.
17. The 1877 Volcano House, assigned to the Volcano Art Center, is listed on the National Register of Historic Places (HV-043) and any repairs or improvements to the structure or other associated structures on the assigned lands will be undertaken by the National Park Service and will comply with all applicable laws, regulations, or other legal requirements; design, compliance and building code requirements; and NPS management policies.
- a. If the VAC has a specific request for a minor project it shall be submitted to the Superintendent in writing for approval. All related compliance and work will be completed by the NPS and paid for by the VAC.
  - b. All other assessments, capital improvements, rehabilitation or cyclic maintenance projects will be completed by the NPS. VAC recognizes that in some cases work to be completed may require closure of the structure to the public for intermittent periods of time. All efforts will be made to provide 60 day notice to VAC in these instances.
  - c. Immediately upon execution of this agreement the NPS will complete an inventory of park-owned property within the building and may remove as appropriate. Items owned by NPS that remain in the VAC will be loaned through the appropriate authority.
18. Pay for any work, planning, or “improvements” to enhance the interpretive use of the 1877 Volcano House and/or Associated Lands that do not fall within the responsibility of the Park per this agreement. The Park will be offered the opportunity to handle such projects prior to going to an outside source, provided costs are competitive and VAC time constraints can be met.
19. Maintain all existing and new alarm systems in buildings assigned to the VAC and fire extinguishers in those buildings. These will be maintained to standard, as approved by the Park’s Safety Officer.

A minimum of two fire extinguishers are required in the 1877 Volcano House which will be inspected monthly by the VAC. These inspections will be documented on the fire extinguisher.

20. Provide for non-destructive emergency access to the 1877 Volcano House by providing a key to all locked doors. The type of locks used must be approved by the Park's Chief of Maintenance.
21. Work with the Park to develop a long-term plan for the upkeep and maintenance to the hula platform and thatched hale, and assist with their on-going maintenance to keep them in good repair and neat appearance. The VAC will notify the Park in writing if and when the hula platform and hale are no longer required for its purposes at which time VAC's role in their upkeep and maintenance will cease.
22. The VAC will notify the Park at least 30 days in advance of their use of the hula platform and hale for free public hula performances to allow Park staff to schedule routine mowing and maintenance. The VAC will be responsible for the cost of any special or unplanned mowing or maintenance. The Park will be offered the opportunity to handle such mowing and maintenance prior to going to an outside source, provided costs are competitive and VAC time constraints can be met.
23. All employees of the VAC must receive orientation training on park operations, park resources, safety and park policies within thirty days after they come on duty.
24. Comply with all regulations regarding possession and use of "hazardous materials", including labeling, storage and keeping Park management informed in advance of bringing such materials into the Park. The VAC will be legally and fiscally responsible for removal/disposal of any "hazardous materials" associated with the operation of the VAC without relying on the Park for assistance.
25. Comply with State and NPS Affirmative Action and Equal Employment Opportunity (EEO) guidelines.
26. Operate in accordance with VAC Bylaws to eliminate conflicts of interest or the appearance thereof.
27. The VAC shall apply for a Special Use Permit from the Park for any proposed activity that is not authorized by this agreement.

28. NPS will enter the VAC facilities in the Park at any reasonable time for any inspections or when otherwise deemed necessary and to be responsive to dates assigned for correction of identified deficiencies. The VAC will meet with NPS officials to schedule and prioritize corrections of deficiencies when requested.
29. Not sell any souvenir/gift items or convenience merchandise, commercially or machine manufactured jewelry, pennants, sweatshirts, T-shirts, soaps, dolls, calendars, postcards, film, or foreign imports. An exception to this is postcards, reproductions, and prints of art, books, or photographs that depict classic examples of the Hawaiian culture or Hawaii Volcanoes National Park. Food will not be sold.
30. All employees dealing with the general public shall be easily identifiable as an employee by either wearing standardized clothing, a personal name tag, or greeting all visitors in such a way that it is clear they work here.
31. Any lost and found property turned in shall be promptly turned over to the National Park Service.
32. Use the 1877 Volcano House and Associated Lands and any of the rights or privileges provided in this agreement only to the extent necessary for the purposes of this agreement. VAC shall observe and obey, and require its agents, employees and all persons under its control and supervision to observe and obey, all laws, regulations, ordinances, orders and other legal requirements applicable to its rights and obligations under this agreement.
33. Prepare and maintain a written safety plan regarding procedures that its employees and volunteers will follow for handling emergency situations, such as fires, evacuations for volcanic eruptions, high SO<sub>2</sub> levels, hazardous material spills, earthquakes, falling trees, and other visitor or employee safety issues. VAC will require one senior employee to attend the Park's monthly safety meetings.
34. Require its employees and volunteers to comply with applicable health and safety laws and requirements and with fire and safety codes.
35. Require its employees and volunteers to attend each year at least one NPS-sponsored training session on the Park and the National Park Service.



36. VAC will conduct itself in a manner that minimizes environmental impacts and supports sustainability.
  - a. VAC must consider water and energy efficiency in all its Facility practices and integrate water and electrical conserving measures whenever feasible.
  - b. VAC will use “green” vendors whenever feasible.
  - c. VAC will purchase environmentally friendly cleaning products.
37. For purposes of this Agreement, any and all fundraising or donor cultivation activities within the Park will be governed under a separate agreement as directed under Directors Order #21: Donations and Fundraising.

**B. NPS agrees to:**

1. Provide the 1877 Volcano House and Associated Lands for use by the VAC for the activities authorized in this agreement.
2. Authorize VAC to complement NPS interpretive programs by producing and presenting living exhibits and interpretative demonstrations at the 1877 Volcano House and Associated Lands subject to review and approval by the Superintendent. Any interpretative programs (including without limitation living exhibits and interpretative demonstrations) may only be conducted by VAC at the 1877 Volcano House and Associated Lands if approved in advance and annually thereafter by the Superintendent.
3. Monitor VAC operations within the park with respect to NPS policy, applicable standards, pricing policies, services, safety, impacts on cultural and natural resources, and visitor concerns and reactions, and programs.
4. Conduct periodic inspections of VAC facilities and services in the Park to review conformance with the terms and conditions of the agreement.

The Executive Director will be contacted so at the time of evaluations he/she or a representative can accompany the NPS evaluator.

5. Provide fire protection with other local fire departments, volunteer and paid and inspect fire extinguishers annually in Park buildings.

6. Meet and work with the VAC as needed to facilitate joint planning, orientation training, and coordination that is required by Article III (A) of this agreement.
7. Designate a Park representative as the Superintendent's day-to-day liaison to the VAC to assist with appropriate interpretive demonstrations and exhibits, particularly as they pertain to sales items in the Gallery, and meet other NPS requirements as outlined.
8. Meet with the VAC's Executive Director as needed to discuss, plan for and coordinate the concerns of Park management.
9. Provide technical assistance (e.g., information and direction) in logistical, protection, safety, and other matters that serve to accomplish the statement of work.
  - a. As used herein, such "technical assistance".
    - i. Will be issued in writing consistent with the general scope of the work set forth in the Agreement; and
    - ii. May not constitute a new assignment of work or changes to the expressed or implied terms, conditions, or specifications incorporated in the Agreement; and
    - iii. Shall not constitute a basis for extension to the term of this Agreement; and
    - iv. Will not require the expenditure of Park funds unless agreed to in advance by the Park Superintendent.
10. Be responsible for and to take corrective action on any repairs or work necessary to maintain the safety, integrity, and historic fabric associated with the 1877 Volcano House and/or Associated Lands.

Those projects that impact use by the VAC and/or the public will be considered to have a higher priority than routine items.
11. Provide orientation, safety and interpretive training for VAC employees, board members, and key volunteers in the areas of Park operations, resources, policies, safety, and the role of the VAC within the Park. This may be done in one day or over a period of time.
12. Send complaints or comments regarding VAC facilities and/or service to the VAC for investigation and response in a timely manner.
13. Provide all law enforcement. (VAC may act as private

citizens in protection of property and person but has no authority to take law enforcement action or carry firearms.)

**C. VAC and NPS agree that:**

1. This Agreement does not grant VAC exclusive right to the 1877 Volcano House and/or adjacent Lands and/or any public lands or management decisions. VAC and NPS further acknowledge and agree that NPS may enter into agreements with other entities regarding support and assistance to the interpretive, educational and research activities of the NPS and to provide interpretive and educational services to the public.

**ARTICLE IV – TERM OF AGREEMENT**

This agreement will become effective upon signature of both parties and extend for a period of five years from the date of the last signature, unless terminated earlier in accordance with Article X.

**ARTICLE V – KEY OFFICIALS**

The key officials specified in this agreement are considered to be essential to ensure maximum coordination, and communication between the parties and the work being performed. Upon written notice, either party may designate an alternate to act in the place of the designated key official, in an emergency or otherwise.

**A. For the NPS**

*Local/Coordinating*

Cindy Orlando  
Superintendent  
Hawaii Volcanoes National Park  
P.O. Box 52  
Hawaii National Park, HI 96718  
Phone: (808) 985-6025  
Fax: (808) 967-8186  
Email: cindy\_orlando@nps.gov

*Signatory/Administrative*

Lillette Baltodano, Contracting Officer  
Pacific West Region  
National Park Service  
1111 Jackson Street, Suite 700  
Oakland, CA 94607  
Phone: (510) 817-1338  
Fax: (510) 817-1328  
Email: lillette\_baltodano@nps.gov

**B. For VAC**

*Local/Coordinating*

Phyllis Segawa  
Executive Director  
Volcano Art Center  
P.O. Box 104  
Hawaii National Park, HI 96718

*Contracting*

Jim Wilson  
President  
Volcano Art Center  
P.O. Box 104  
Hawaii National Park, HI 96718

*Signatory/Administrative*

*The President and Executive Director have signature authority*

**ARTICLE VI – AWARD AND PAYMENT**

- A. General** – Nothing in this agreement authorizes the expenditure of Government funds to support VAC activities, demonstrations, or exhibits unless authorized by law.

**ARTICLE VII – PRIOR APPROVAL**

- A.** Not applicable.

**ARTICLE VIII – REPORTS AND/OR DELIVERABLES**

- A.** The VAC shall provide an annual written evaluation of the program activity to the Superintendent prior to October 15 of the following year. The evaluation shall include descriptive information of program activity, a summary of Park unit participation, and recommendations for future program activity.
- B.** The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, shall have access for the purpose of financial or programmatic review and examination to any books, documents, papers, and records that are pertinent to the agreement at all reasonable times during the period of retention in accordance with 43 CFR Part 12, Subpart F.

**ARTICLE IX – PROPERTY UTILIZATION**

Property management standards set forth in 43 CFR 12.935.

## **ARTICLE X – MODIFICATION AND TERMINATION**

- A.** This agreement may be modified only by a written instrument agreed to by both parties.
- B.** Either party may terminate this agreement by providing the other party with ninety days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The parties commit to using every reasonable means available, including the use of a neutral mediator if necessary to avoid terminating this agreement.

## **ARTICLE XI – GENERAL AND SPECIAL PROVISIONS**

### **A. General Provisions**

- 1. OMB Circulars and other Regulations** – The following *OMB Circulars* and other regulations are incorporated by reference into this agreement:

*OMB Circular A-110*, as codified by 43 CFR Part 12, Subpart F, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations”.

*OMB Circular A-122*, “Cost Principles for Non-Profit Organizations”.

*OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations”.

43 *CFR* Part 12, Subpart D, “Government-wide Debarment and Suspension (Non-Procurement) and Government-wide Requirements for Drug-Free Workplace (Grants).

43 *CFR* Part 12, Subpart E, “Buy American Requirements for Assistance Programs”.

*FAR Clause 52.203-12*, Paragraphs, (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions”.

- 2. Non-Discrimination** - All activities pursuant to this agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C § 2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394;



29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex.

- 3. Lobbying Prohibition** – 18 U.S.C. § 1913, Lobbying with Appropriated Moneys – No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
- 4. Anti-Deficiency Act** – 31 U.S.C. § 1341 – Nothing contained in this agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- 5. Minority Business Enterprise Development** – Executive Order 12432 – It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its cooperative agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with this 43 *CFR* § 12.944 for Institutions of Higher Education; Hospitals and other Non-Profit Organizations, and 43 *CFR* § 12.76 for State and Local Governments.
- 6. Liability** – VAC shall be fully responsible for the acts and omissions of its representatives, employees, contractors and subcontractors connected with the performance of this agreement. VAC, in furtherance of and as an expense of this agreement shall:

- a. Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000), per person for any one claim, and an aggregate limitation of two million dollars (2,000,000) for any number of claims arising from any one incident. The policies shall name the United States Government as an additional insured; shall specify that the insured shall have no right of subrogation against the United States Government or payments of any premiums or deductibles due there under; and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the activities herein, the VAC shall provide the NPS with confirmation of such insurance coverage.
- b. Pay the United States Government the full value for all damages to the lands or other property of the United States Government caused by such person or organization, its representative, or employees.
- c. Indemnify, save and hold harmless, and defend the United States Government against all fines, claims, damages, judgments, and expense arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.

## **B. Special Provisions**

### **1. Public Information**

- (a) The VAC shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, movies, articles, manuscripts or other publications) which states or implies U.S. Governmental, Departmental, bureau, or Governmental employee endorsement of a product, service or position which VAC represents. No release of information relating to this Agreement may state or imply that the U.S. Government approves of the work product of VAC to be superior to other products or services.
- (b) VAC shall ensure that all information submitted for publication or other public releases of information regarding projects shall carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial

products does not constitute their endorsement by the U.S. Government.”

- (c) VAC must obtain prior NPS approval from the Park Superintendent before releasing any public information that refers to the Department of the Interior, any bureau or employee (by name or title), or to this agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted to the Superintendent as well the Executive Director of VAC must approve prior to submission to the Park.
- (d) The VAC further agrees to include the above provisions in sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian Tribal government.

## **2. Publications of results of studies**

No party shall unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this agreement may be produced independently or in collaboration with others, however, in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

**C. Certifications** – The following form(s) provide the certifications required in accordance with the provisions of this agreement:

DI-2010, U.S. Department of Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

Standard Form LLL, Disclosure of Lobbying Activities

## **ARTICLE XII – ATTACHMENTS**

The following document, provided by the VAC is attached to and made a part of this agreement: Exhibit C, annual budget and financial statement, FY 2008. The NPS is not providing any funds to the VAC, see Article VI, and therefore Form SF-424, Application for Financial Assistance and Form SF-424A, Budget Information are not needed.

**ARTICLE XIII – SIGNATURES**

**IN WITNESS HERETO**, the parties hereto have executed this agreement on the date(s) set forth below.

**FOR THE VAC:**

\_\_\_\_\_  
**Phyllis Segawa**  
Executive Director, Volcano Art Center

\_\_\_\_\_  
Date

**FOR THE NATIONAL PARK SERVICE**

\_\_\_\_\_  
**Cindy Orlando**  
Superintendent, Hawaii Volcanoes National Park

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Lillette Baltodano**  
Contracting Officer, Pacific West Regional Office

\_\_\_\_\_  
Date