

ORIGINAL

DO NOT DESTROY.

KEEP FOREVER.

March 24, 1998

Memorandum

To: FOVA Files

From: Superintendent *[Signature]*

Subject: Cooperative Agreement 1443-CA-9000-98-001
Vancouver National Historic Reserve

The attached is an original signed agreement between the city of Vancouver and the NPS regarding the expenditure of federal appropriations for projects within the designated Historic Reserve. This is one of three documents with original signatures. The second rests with the Contracting Office of the Columbia Cascades Support Office in Seattle. The third rests with the city of Vancouver.

DO NOT DESTROY.

Jan Barracks G-1111
DATE PERIOD

Projects funded by Program Revenues -

- 167600 - 467,340.13 (Re-roofing) (283,036.95 - Fed. share)*
- 164027 - 50,108.06 (mod #27) - w Barracks Architect/
Engineering Service
(57,475) Fed. share*

COOPERATIVE AGREEMENT
between the
NATIONAL PARK SERVICE
and
CITY OF VANCOUVER, WA

Article I - Authority and Objectives

A. Authority

The Parties to this Cooperative Agreement (Agreement) are the National Park Service (Service) and the City of Vancouver (City). This Agreement is entered into by authority of:

Pub. L. 105-333, November 12, 1996, establishing Vancouver National Historic Reserve (Reserve), that requires that the Service, the City, the U.S. Army and the State of Washington form a partnership for the cooperative management of the Reserve; and authorizes to be appropriated \$400,000 per year for operational costs for each fiscal year following enactment of this Act and \$5,000,000 for development costs.

Pub. L. 105-83, the "Department of the Interior and related Agencies Appropriations Act, 1997" for Fiscal Year 1998, signed on November 14, 1997, which appropriated \$2.223 million in construction funding, and \$285,000 in operational funding, for the Reserve. The Conference Report (H. Rpt. 105-337), and "Joint Explanatory Statement of the Committee of Conference", accompanying the Act, also provide specific operational and funding guidance for Reserve purposes, applicable sections of which are provided as an attachment to, and are made a part of, this Agreement (Attachment A). In addition, Congress provides annual appropriations for the Department of the Interior, National Park Service, and may in future years, pursuant to Pub. L. 105-333 or other authority, provide additional funding for the Vancouver National Historic Reserve, such Act to also be included as the authority into which this Agreement is entered.

Pub. L. 104-208, September 30, 1996, 110 Stat. 3009, which authorizes the Service to transfer appropriated funds to State, local and tribal governments for the public purpose of carrying out Service programs.

31 U.S.C. 6305, which directs executive agencies to use cooperative agreements as the legal instrument between the United States Government and a recipient when the principal purpose of the relationship is to transfer a thing of value, and when there is substantial involvement expected between the executive agency and the recipient

State of Washington Interlocal Cooperation Act (Chapter 39.34 RCW), which permits local governmental units to enter into joint powers agreements with each other, with State parks and the National Park Service.

B. Objectives

The principal objective of this Agreement is to provide a framework by which federal funding assistance, direction, and other substantial assistance, consistent with Congressional authorizations, shall be expended for approved activities on Service and City-owned lands within the Reserve for joint programs that further the completion of operational and capital (construction) projects consistent with Reserve public educational, interpretive, and recreational objectives and programs. Funding amounts were appropriated in the 1997 Department of the Interior Appropriations Act (Pub. L. 105-83) in the amounts of \$2.223 million in construction dollars, and \$285,000 in operational funding. Congressional direction was further articulated in the "Joint Explanatory Statement of the Committee of Conference", attached to and made a part of this Agreement as Attachment A.

Article II - Statement of Work

The Service and the City will perform the functions specified below in accordance with the provisions of this Agreement:

A. The Service agrees, subject to the availability of personnel and funds, to:

1. Provide to the City operational and capital (construction) funds, subject to Congressional appropriation, and as specified in an annual General Work Plan and other project-specific documentation and/or contracts approved by the Service and City, and consistent with applicable law and Article V below.
2. Provide Service interpretive, supervisory and other necessary staff to plan, develop, and operate a visitor contact and interpretive program for the Reserve, operating partly out of the General O.O. Howard House as a visitor center for the Reserve. All Service costs for this service shall be covered by the City from Federal operational funds provided to the City.
3. Provide Service staff to assist in museum exhibitry, design, curation, and historical review and research for interpretive and other programs that further the purposes of the Reserve. All Service costs for this service shall be covered by the City from Federal operational funds provided to the City.

4. Provide technical assistance to the City, if requested, regarding procedures for preparing, as appropriate, documents and reports required by the Service for meeting necessary requirements associated with receiving and accounting for federal funds.
 5. Allow Service staff to serve on City committees, and to participate in educational, research, planning or other similar programs.
 6. Review the stages of work for each project for which federal funding is provided, and perform required audit and accounting review under Article V. Service costs associated with the audit and accounting review shall be covered by the City from operational Federal funds provided to the City, or other City funds. The Service will be actively involved with the City regarding federally funded projects that are within the scope of this Agreement.
 7. Utilization of existing or new Service staff to accomplish work specified in this Article, or in this Agreement, shall be in a manner and means solely at the discretion of the Service, consistent with laws and regulations governing federal personnel.
- B. The City agrees, subject to the availability of personnel and funds, to:
1. Enter into contracts as necessary to provide necessary materials, construction and services to develop and maintain Reserve facilities under its ownership or use, and enhance and protect the resources of the Reserve through work and projects as authorized by an approved General Work Plan and other project-specific documents.
 2. Provide to the Service in advance funds sufficient to perform tasks the Service has agreed to perform under A.2 & 3 of this Article.
 3. Provide to the Service, at City cost, suitable office space as required, for Service interpretive, visitor contact, and curatorial staff performing services pursuant to sections A.2 & 3 of this Article.
 4. Allow City staff to participate on Service committees, and to participate in educational, research, planning or other similar programs.
 5. Provide to the Service access to records, and provide City staff as required to assist Service personnel in conducting the reviews of City projects under Section A.6 of this Article, and Article V.
 6. Seek approval from the Service for actions or activities proposed to be taken on Service owned lands either through contract with or by the City of Vancouver, or directly through federally appropriated funds by the Service. Approval shall be at the full discretion of the

Service, consistent with federal law.

C. The Service and City, jointly, agree to:

1. Collaborate and communicate regularly with the other Reserve partners as appropriate on actions to be taken under this agreement to achieve the purposes of the Reserve.
2. Confer at least annually to prepare the General Work Plan and budget modifications for the next Fiscal Year program; and evaluate the progress, effectiveness and efficiency of the cooperative actions being taken under this Agreement.
3. Collaborate to plan, design, and fabricate indoor and/or outdoor interpretive exhibits and interpretive and directional signing related to providing visitor services and achieving other objectives of this Agreement and of the Reserve.

Article III - Term of Agreement

This Agreement will take effect when it has been signed by both Parties, on the date of last signature. This Agreement will continue in force for five years from its effective date. Prior to expiration of the five year term, a new Agreement may be negotiated by the parties as required. Each capital (construction) project, or group of related capital projects, and annual operational activities under this Agreement, funded with federal funds, will be set forth in a Modification to this Agreement, signed by both Parties, subject to the General Work Plan and which are hereby made a part of this Agreement.

If a substantive conflict occurs in language between this Agreement, the General Work Plan, and/or specific modifications, the approved modifications to this agreement specific to a project and an identified amount of federal funding will control consistent with federal law. Modifications to the conflicting language must be made, subject to the written concurrence by both parties, before further expenditure of Federal funds can continue relative to the conflicting language.

Article IV - Key Officials

A. National Park Service

The Deputy Regional Director, Pacific-West Region, Seattle, WA, has overall responsibility within the Columbia Cascades Cluster. The Contracting Officer in the Seattle office is responsible for cooperative agreement compliance, funding obligations, property accountability, and all contractual/agreement administrative functions.

Signatory/Administrative

Contracting Officer
NPS-PN-IVCA63
Columbia Cascades Support Office
909 1st Ave.
Seattle, WA 98104-1060

Local/Coordinating

Superintendent
Fort Vancouver National Historic Site
612 East Reserve St.
Vancouver, WA 98861-3811

B. City of Vancouver

Signatory/Administrative

City Manager
City of Vancouver
City Hall, 210 East 13th Street
Vancouver, WA 98668-1995

C. Communications

The City shall address any written communication regarding requests for funding pursuant to this Agreement to the Contracting Officer with a copy to the Superintendent of the area. All other communications related to routine operational matters described in the current General Work Plan need be sent only to the Superintendent.

D. Changes in Key Officials

Neither the Service nor the City may make any change in a key official (except for elected officials) without written notice to the other Party reasonably in advance of the proposed change. The notice shall include a justification in sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any change in key officials shall be made only by modification to this Agreement.

Article V - General Work Plan, Award, Reimbursements, Auditing and Accounting

A. General Work Plan, Project Proposals, Budget, and Award of Funds

1. A General Work Plan and budget specifying the tasks the City and the Service plan to accomplish during the first year of this Agreement are attached, and are hereby made part of this Agreement. The General Work Plan must be revised annually to reflect work

planned to be accomplished in the appropriate year.

2. Project-specific proposals detailing work to be accomplished, time frames, costs, and other specific details, based on projects outlined in the General Work Plan, shall be prepared as Modifications to this Agreement prior to any reimbursements.
3. The budget and General Work Plan, current for the appropriate fiscal year, as specified in the most recent Modification, are hereby made a part of this agreement.
4. Within 60 days of a signed bill by the President that appropriates Federal funding for Reserve purposes, during the time in which this Agreement remains in effect, the Parties will jointly complete a General Work Plan specifying the operational and capital projects the City and Service would plan to accomplish during the coming year utilizing federal funding specific to the Reserve.
5. After agreeing on the content of the General Work Plan and budget, the City and Service will execute the General Work Plan and budget as a Modification to this Agreement.
6. Funds to cover any effort under this Cooperative Agreement will be obligated upon completion by the City and approval by the Service of, and consistent with, individual Modifications to this Agreement that are to be task and project-specific, including any and all supplementary, contractual, and other documentation necessary to fully show and support the expenditures of federal funds. The Service shall reimburse the City pursuant to this Agreement and Paragraph B of this Article. The Vancouver Area Development Authority will be the vehicle for the administration of federal funds and record-keeping requirements associated with this Agreement.
7. For annual operational funding, and consistent with Congressional appropriations and an approved General Work Plan and Modifications, the Service will transfer necessary federal funds to the City as soon as practicable.
8. For capital (construction) projects, and consistent with Congressional appropriations and an approved General Work Plan and Modifications, the Service will transfer federal funds to the City on a reimbursable, project-specific basis, consistent with Modifications and any contract language with third party providers.
9. No expenditures that are based on this Agreement and General Work Plan beyond the end of the fiscal year -- not otherwise obligated by contract, purchase order, or other agreement -- are to be instituted without prior authorization of the National Park Service's Contracting Officer. Operational funding is one-year funding that must be spent or obligated prior to September 30 of each year that this Agreement and General Work Plan are in effect.

10. Work and projects utilizing federal funds for and expenses associated with the Jack Murdock Aviation Center must be consistent with the Cooperative Agreement between the City of Vancouver and the National Park Service Cooperative Agreement number 1443-CA9000-96-001, executed December 4, 1995);
11. Work and projects utilizing federal funds for and expenses associated with the construction, development, and related work on the General O.O. Howard House reconstruction project and related work must be in compliance with the Secretary of the Interior's Standards of Rehabilitation and Guidelines for Rehabilitating Historic Buildings; and, *further* shall be consistent with the requirements of the Quitclaim Deed, dated June 5, 1995, between the United States of America and the City.
12. Nothing herein shall be construed as obligating either the City or the Service to expend, or as involving either in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for projects identified in each Modification.

B. Request for Reimbursement

1. The Service will reimburse the City for projects or services provided by the City as agreed upon in the General Work Plan, project-specific Modifications to this Agreement, and as further identified in project-specific contractual agreements, pursuant to a written request on Standard Form 270 (SF270), "Request for Advance or Reimbursement", in an original and three copies, to the Service Contracting Officer, identified in Article IV, with a copy to the Superintendent, Fort Vancouver National Historic Site. For operational funding reimbursement may be made one-time, in advance for the Fiscal Year for which funding is appropriated. For capital (construction) funding, reimbursement shall be made on a project-specific basis for services rendered, or as consistent with third-party contract language.
2. Payments to the City will be made either by check or by wire transfer through the Treasury Financial Communications System, at the option of the Government. Standard Form 3881, the ACH Vendor/Miscellaneous Payment Enrollment Form, enables the National Park Service to process payments via electronic funds transfer, in lieu of a check, directly to a financial institution.
3. The Vancouver Area Development Authority will be the vehicle for the administration of federal funds and record-keeping requirements associated with this Agreement.

C. Auditing, Accounting, and Cost Principles

Awards and other cooperative activities under this Agreement will be subject to the auditing and accounting policies and cost principles in 43 CFR Part 12, and in all applicable Office of Management and Budget (OMB) circulars.

D. Chargeable Appropriation(s)

Nothing in this Agreement shall be construed as binding the Service or the City to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this Agreement in that fiscal year.

Article VI - Prior Approval

The City shall obtain the prior written approval of the Service for the items specified in OMB Circular 102, 43 CFR Part 12, and in OMB Circular A-87.

Article VII - Reports and Records

A. Where to Submit

In accordance with OMB Circular A-102, 43 CFR 12.80, 12.81, and 12.90, the City shall submit reports to the Service's Contracting Officer at the address specified in Article IV, with a copy of each to the Superintendent, Fort Vancouver National Historic Site.

B. What to Submit

The City shall submit to the Service all required reports, to include:

1. Standard Form 3881, the ACH Vendor/Miscellaneous Payment Enrollment Form.
2. Annual Progress Report. An annual progress report, beginning 12 months after the effective date of this Agreement, and every 12 months thereafter. Each annual progress report shall include:
 - a. A summary of overall progress on the General Work Plan, including results to date;
 - b. Any problems or favorable or unusual developments;
 - c. Any disputes or disagreements, and how the disputes or disagreements have been or will be resolved.

d. Other information pertinent to this Agreement.

C. Recordkeeping

The City shall keep records concerning this Agreement in accordance with the requirements of all applicable Office of Management and Budget Circulars, and 43 CFR Part 12.

D. Access to Records

The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the City regarding the administration of the federal funds used for Reserve purposes, for the purpose of making audits, examination, excerpts, and transcripts as provided in OMB circular No. A-102.

Article VIII - Equipment Utilization and Disposition

The City shall utilize, manage, and dispose of property and equipment funded by this Agreement as specified in OMB Circular A-102, 43 CFR 12.71 and 12.72, and as set forth below.

A. City-Acquired equipment

1. Market Value of Less than \$5,000. The City may retain, sell, or otherwise dispose of items of equipment with a current per-unit fair market value of less than \$5,000 with no further obligation to the Service.
2. Market Value Equal to or Greater than \$5,000. The City may retain, sell, or otherwise dispose of items of equipment with a current per-unit fair market value greater than \$5,000 with no further obligation to the Service; provided that the Service shall have the right to receive from the City the equipment in lieu of sale, or an amount calculated by multiplying the current market value or proceeds from the transaction by the percentage of the cost of the equipment funded by the Service under this Agreement, at the discretion of the Service.

B. Property Records

The City will maintain records of all property acquired and disposed of under this Agreement, take a physical inventory of all remaining property, and reconcile the results of the inventory with the records at least once every two years in accordance with OMB Circular A-102, and 43 CFR 12.72(d).

Article IX - Modification and Termination

A. Modification

The Parties may modify this Agreement at any time, including the execution of a General Work Plan and budget as specified in Article V, only by written modification, signed and dated by the Parties and required signatories. The amounts of federal funds provided for implementing this Agreement and General Work Plan may vary and are dependent on Congressional appropriations in each subsequent fiscal year, and provisions in the General Work Plan, and project-specific Modifications.

B. Termination

Either Party may terminate this Agreement as specified in 43 CFR 12.83 and 12.84, consistent with Congressional direction.

Article X - Required and Special Provisions

A. Required Provisions

1. NON-DISCRIMINATION: All activities pursuant this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of 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, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. CONSISTENCY WITH PUBLIC LAWS: Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing herein contained in this Agreement shall be construed as binding the Service 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.
4. OFFICIALS NOT TO BENEFIT: No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.

5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

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.

B. Special Provisions

1. The City must obtain prior Service approval for any public information releases which refer to the Department of the Interior, any Bureau, or employee by name or title, or this agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

2. LIABILITY: The Parties accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law. To the extent work is to be provided by a nongovernmental entities or persons, the City will require that entity or person to:

(a) Procure public and employee liability insurance from a responsible company or companies with a minimum general aggregate of no less than One Million Dollars (\$1,000,000) per occurrence. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, 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 work authorized herein, the contractor shall provide the Service with confirmation of such insurance coverage; and

(b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and

(c) Indemnify, save and hold harmless, and defend the United States against all fines,

claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

C. Use of Area

This Agreement is entered into by the City with the knowledge that the historic and natural qualities of the Historic Reserve and of Fort Vancouver National Historic Site are to be preserved. The City will not use any premises, or exercise any of the rights or privileges herein provided for, except to the extent necessary for the purposes of this Agreement; and it will faithfully observe and obey, and require its employees and all persons under its control and supervision to observe and obey, all provisions in this Agreement and in any Act of Congress or any rule, order, or regulation applicable to the expenditure of funds and the activities authorized by this Agreement.

D. Indemnity

The City shall save, hold harmless, defend, and indemnify the United States of America, its agents and representatives, and employees for losses, damages, or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomever made, arising out of the activities of the City, its employees, cooperators, exhibitors or agents and any persons associated with activities subsequently authorized under this Agreement; provided, however, that the City shall not be liable for any injury or damage or loss occasioned by the sole negligence of the Service, its agents or employees.

E. Certification

The City shall submit to the Service the following certifications:

1. Form DI-2010, "Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying."
2. Standard Form 3881: ACH Vendor/Miscellaneous Payment Enrollment Form

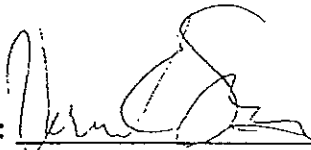

Article X - Attachments

The following documents are attached to and made a part of this Agreement:

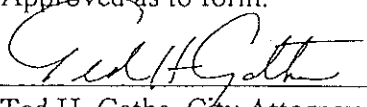
1. Excerpt from "Joint Explanatory Statement of the Committee of Conference"
2. General Work Plan and Budget
3. Project-specific Agreement Modifications for Fiscal Year

SIGNATURES

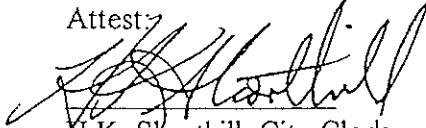
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) hereinafter set forth.

CITY OF VANCOUVER	
Signature: <u></u>	Signature: <u></u>
Name: <u>Vernon E. Stoner</u>	Name: <u>Vernon E. Stoner</u>
Title: _____ City Manager	Title: _____ Executive Director, Vancouver Area Development Authority
Date: <u>3/18/98</u>	Date: <u>3/18/98</u>


Approved as to form:


Ted H. Gathe, City Attorney

Attest:


H.K. Shorthill, City Clerk

NATIONAL PARK SERVICE

Signature: <u>Beth A. Faudree</u>	Signature: <u></u>
Name: <u>Beth A. Faudree</u>	Name: <u>Tony Sisto</u>
Title: _____ Contracting Officer NPS-PN-ICVA-63 IVCA	Title: <u>SUPERINTENDENT</u> Superintendent, Fort Vancouver NHS
Date: <u>3/18/98</u>	Date: <u>3/18/98</u>