

COOPERATIVE AGREEMENT NO: CA 8896-7-8005

COOPERATIVE AGREEMENT
BETWEEN
NATIONAL PARK SERVICE
AND
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

TITLE: PRESERVATION OF NATURAL AND CULTURAL RESOURCES, KALAUPAPA

COOPERATIVE AGREEMENT NO. CA 8896-7-8004

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Article I. Background and Objectives

WHEREAS, Public Law 96-565 - December 22, 1980 (hereinafter known as the Act) establishes the Kalaupapa National Historical Park in the State of Hawaii and provides for the transferring of administration and management of the park through cooperative agreements of not less than 20 years' duration which the Secretary of the Interior shall seek and may enter into to preserve, protect, maintain, construct, reconstruct, develop, improve, and interpret sites, facilities, and resources of historic, natural, architectural, and cultural significance;

WHEREAS, the National Park Service (hereinafter known as the Service) shall promote and regulate the use of the Federal park areas and may preserve, protect, maintain, construct, reconstruct, develop, improve, and interpret sites, facilities, and resources of historic, natural, architectural, and cultural significance in accordance with the Act;

WHEREAS, the Department of Transportation, State of Hawaii (hereinafter known as the Department) operates, maintains, and has statutory jurisdiction over the Kalaupapa airport which consists of a 2,760-foot by 50-foot paved runway, terminal, and maintenance buildings and related facilities located on 42.3 acres within the boundary of Kalaupapa National Historical Park;

WHEREAS, the Act declared a national policy to preserve and interpret Kalaupapa for the education and inspiration of present and future generations; to provide a guarantee that the Hansen's disease patients entitled to live in the Settlement may remain in Kalaupapa; to protect the current lifestyle of the patients; to preserve and maintain important cultural values; to provide that the preservation and interpretation be managed and performed by patients and Native Hawaiians to the extent practical; and to provide for limited visitation by the general public;

WHEREAS, the Department may make regulations or improvements for the comfort, convenience, and safety of air travelers and may enter into contracts, leases, or other arrangements with any qualified person granting authority to operate the airport or granting the privilege of using, occupying, or improving the airport for commercial purposes, such as supplying goods and services to the general public or for general aviation activities;

WHEREAS, the Kalaupapa airport is within a National Historic Landmark and therefore on the National Register of Historic Places, it is subject to the provisions of Section 106, United States Public Law 89-665, known as the Historic Preservation Act of 1966;

WHEREAS, certain airport buildings are historic structures and other historic and archeological features occur on and adjacent to airport property;

WHEREAS, the Department's future plans for improving the Kalaupapa airport may include acquiring additional lands, modifying the runway and adjacent lands, refurbishing the terminal building and other projects;

WHEREAS, the Act provides that as a condition precedent to the expenditures of any federal funds by the Service, a binding written cooperative agreement of at least 20 years' duration be executed;

WHEREAS, both parties wish to avoid unnecessary, costly, and wasteful duplication of efforts; and,

WHEREAS, the two parties to this Agreement wish to cooperate with one another for their own mutual benefit and for the general benefit of the people of the United States and future generations;

Article II. Statements of Work

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto desire to cooperate and mutually agree as follows:

A. THE DEPARTMENT AGREES:

1. That subject to approvals of the State of Hawaii Director of Health, the Service and the public shall have the right to access at reasonable times to public portions of the property for interpretive and other purposes.
2. That the Department shall reimburse the United States in an amount equal to the fair market value of any capital improvements made to or placed upon its property in the event this Agreement is terminated prior to its natural expiration, or any extension thereof, by the Department, such value to be determined as of the date of such termination, or, at the election of the Service, that the Service be permitted to remove such capital improvements within a reasonable time of such termination. Upon the expiration of this Agreement, the improvements thereon shall become the property of the Department, unless the Service desires to remove such capital improvements and restore the property to its natural state within a reasonable time of such expiration.
3. To secure prior written approval from the Superintendent of Kalaupapa National Historical Park or a Service official acting in that capacity for alteration or repairs to airport buildings, grounds, and facilities, or for the construction or erection of any building or facility on any portion of the grounds included in this Agreement.
4. That the Department will continue to perform the functions which are assigned to it by State law, subject to availability of funds.

B. THE SERVICE AGREES:

1. That it will meet with the Department for joint planning and coordinating purposes.
2. To assist the Department in the preservation, protection, rehabilitation, restoration, interpretation, and use of airport buildings and cultural features on airport grounds as mutually agreed to by the parties, subject to the availability of funds in future years' appropriations.
3. To assist the Department, when necessary, with maintenance and operation of utility and support systems (water, electrical, plumbing, fences, parking lots, and the like) as mutually agreed by the parties subject to the availability of funds in future years' appropriations.
4. That nothing in this Agreement shall be done in violation of specific provisions of State laws.
5. That so long as the Department owns and/or operates Kalaupapa as a public airport and the Service provides a water supply to Kalaupapa Settlement free of charge, the Service will also supply free water to the airport.
6. That so long as the Department owns and/or operates Kalaupapa as a public airport, the Service shall, to the extent reasonable, restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
7. That periodic progress reports regarding the work of the Service at the Park will be provided the Department.

C. IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. That the Service and the Department shall consider jointly, at such places and at such intervals as may be agreed upon by both parties hereto, a general program of operation, preservation, and protection of Kalaupapa National Historical Park.
2. That joint planning sessions will be held as necessary and a multiyear program and financial plan will be developed and aligned with State and Federal budgets, since each agency is dependent on appropriations to determine the extent of their ability to perform the functions outlined in this Agreement.
3. That no changes or alterations shall be made in the property or in the use of the property which is the subject of the Agreement without mutual agreement of the Service and the Department.

4. That the existing agreement regarding the Service's wayside exhibit located at the Kalaupapa airport is hereby reaffirmed.

Article III. Term of Agreement

This agreement shall become effective upon the date of final signature by the Service and, in accordance with the requirements of Section 105(b)(2) of the Act, shall remain in effect for a period of 20 years and may be extended and amended by mutual agreement. Upon expiration the agreement shall be reviewed to determine if it should be renewed, modified, or terminated.

Article IV. Key Officials

1. The key official for this agreement on behalf of the Service is: Director, Pacific Area, 300 Ala Moana Boulevard, Box 50165, Honolulu, Hawaii 96850, who shall act in the Service's behalf as Government Technical Representative.
2. The key official for this agreement on behalf of the Department is: Director of Transportation, State of Hawaii, 869 Punchbowl Street, Honolulu, Hawaii 96813.

Article V. Award (Non-Financial)

1. The Service shall furnish personnel, facilities, supplies, materials, and services as delineated in Article II, Statement of Work, subject to the availability of appropriations.
2. This is a non-financial agreement and nothing contained herein authorizes the Department to incur any costs.
3. Nothing herein shall be construed as obligating either the Service or the Department to expend or involve either party in any contract or other obligation for the future in excess of appropriations authorized by law and administratively allocated for the work.

Article VI. Prior Approval

The Service further agrees that it will secure the necessary licenses, permits, and approvals before undertaking any activities which are regulated by the Department.

Article VII. Reports

Other than the progress reports described in Article II, there are no reports required in connection with this agreement.

All correspondence and/or copies of all written notices between the Service and the Department shall be sent to the following addresses:

National Park Service
Pacific Area Office
300 Ala Moana Boulevard
Suite 6305, Box 50165
Honolulu, Hawaii 96850

Attention: Government Technical Representative

Department of Transportation
State of Hawaii
869 Punchbowl Street
Honolulu, Hawaii 96813

Attention: Director

Article VIII. Property Utilization and Disposition

No property is being furnished as part of this agreement; therefore, this Article is not applicable.

Article IX. Termination Prior to Natural Expiration

This Agreement may be terminated by either party with 60 days' written notice to the other party. Provided, however, that in the event the Department terminates this Agreement prior to its 20-year natural expiration or any extension thereof, the Department shall, as provided in Article II.A.2 hereof, reimburse the United States for the fair market value of any capital improvements made to or placed by the United States on the Department's property, or, at the election of the Service, the Service shall be permitted to remove such capital improvements within a reasonable time of such termination. In addition, the Government may terminate this Agreement in accordance with Circulars A-102/110 (see attached General Provisions, Part 14).

IN WITNESS HEREOF, the parties hereto have signed their names and executed this agreement.


Cooperative Agreement No: CA 8896-7-8005

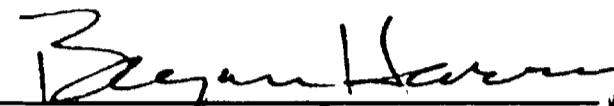
To continue for 20 years from effective date below.

TITLE: Preservation of Natural and Cultural Resources, Kalaupapa

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

NATIONAL PARK SERVICE

NAME: 
Edward Y. Hirata
TITLE: Director of Transportation
DATE: 2/12/87

NAME: 
Bryan Harry
TITLE: Director, Pacific Area
EFFECTIVE DATE: March 9, 1987

NAME: _____
TITLE: Agreement Officer
DATE: _____

Concurred by: 
Chairman, Kalaupapa National Historical Park
Advisory Commission