

COOPERATIVE AGREEMENT

BETWEEN

THE NATIONAL PARK SERVICE

AND

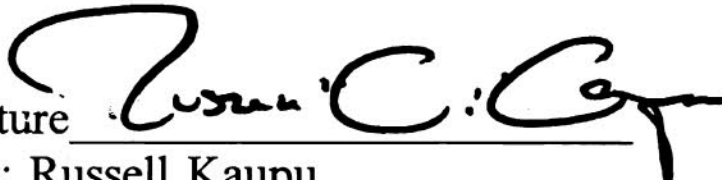
THE HAWAII CONFERENCE FOUNDATION


Cooperative Agreement No: CA 8000-83  
Modification No.: 0001  
Effective Date: September 27, 2003  
Project Title: Preservation of Historic Structures, Kalaupapa

Cooperator Name: Hawaii Conference Foundation  
15 Craigsid e Place  
Honolulu, Hawaii 96817

FOR THE HAWAII CONFERENCE FOUNDATION

FOR THE NATIONAL PARK SERVICE


Signature   
Name: Russell Kaupu  
Title: Chairman

Signature   
Name: Bryan Harry  
Title: General Superintendent  
Pacific Islands Support Office

Date: \_\_\_\_\_

Date: 11/13/02

Signature \_\_\_\_\_  
Name: John Keppeler  
Title: Vice Chairman

Signature   
Name: Tekla Seidl Vines  
Title: Contracting Officer  
Pacific Islands Support Office

Date:   
03-19-03

Date: April 8, 2003

The COOPERATIVE AGREEMENT is modified as follows:

1. SECTION C, STATEMENT OF AGREEMENT, subparagraph C is revised by adding the following:

5. That the first twenty years of this Cooperative Agreement expires on September 26, 2003 and the Cooperator and the Service both desire a twenty-year extension. Therefore, the term of this Agreement will be extended from September 27, 2003 to September 26, 2023.

COOPERATIVE AGREEMENT  
BETWEEN  
NATIONAL PARK SERVICE  
AND  
HAWAII CONFERENCE FOUNDATION

COOPERATIVE AGREEMENT NO: CA 8000-83-

TITLE: PRESERVATION OF HISTORIC STRUCTURES, KALAUPAPA

HAWAII CONFERENCE FOUNDATION

NATIONAL PARK SERVICE

NAME: *Owen G. L. Chock*  
Owen G. L. Chock, Chairman  
TITLE: Hawaii Conference Foundation  
DATE: 25 OCT 1983

NAME: *Howard H. Chapman*  
Regional Director,  
TITLE: Western Region  
DATE: Sept 26, 1983

Concurred by:

*Lawrence*  
Chairman, Kalaupapa National Historical Park  
Advisory Commission

PART I

THE SCHEDULE

SECTION A

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PART I - THE SCHEDULE

SECTION B

STATEMENT OF WORK

1. GENERAL

The Cooperator shall furnish all lands and structures as delineated in Section C to provide a cooperative effort with the National Park Service to operate, preserve, and protect the Hawaii Conference Foundation structures in Kalaupapa National Historical Park.

END OF SECTION B

SECTION C

STATEMENT OF AGREEMENT

WHEREAS, the Act to establish the Kalaupapa National Historical Park, hereinafter known as the Act, Public Law 96-565 of December 22, 1980, declared a national policy to preserve and interpret Kalaupapa settlement for the education and inspiration of present and future generations; to provide a well maintained community in which the Kalaupapa Hansen's disease patients are guaranteed that they may remain in Kalaupapa; to preserve and maintain important historic structures; and to provide that the preservation and interpretation of the settlement be managed and performed by patients and Native Hawaiians to the extent practical;

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 Hawaii Conference Foundation (hereinafter known as the Cooperator), has jurisdiction of the Siloama and Kanaana Hou churches; and the Siloama and the Kanaana Hou churches are among the outstanding historic sites in the park established by the Act, are nominated to the National Register of Historic Places, and are associated with the theme of human sacrifice and courage at the Hansen's disease station on Molokai.

WHEREAS, it is the desire of the Cooperator to promote the preservation, exhibition, and interpretation of Siloama and Kanaana Hou churches as part of the Kalaupapa National Historical Park;

WHEREAS, it is the desire of the Service to cooperate to preserve the integrity of Siloama and Kanaana Hou churches and their grounds for the benefit and inspiration of the American people as part of their national inheritance;

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

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

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;

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:

SECTION C

STATEMENT OF AGREEMENT

A. THE COOPERATOR AGREES:

1. To preserve, protect, and maintain so far as lies within its powers, the Siloama and Kanaana Hou churches owned by the Cooperator in a manner consistent with standards acceptable to the parties.
2. To assure that prior written approval is obtained from the Service for an alteration or repairs to Siloama and Kanaana Hou churches, or for the construction or erection of any building or buildings on any portion of the grounds included in this Agreement.
3. To assure that the Service shall have the right to access at reasonable times to portions of the property; and that the public shall have the right to access at reasonable time to all public portions of said Siloama and Kanaana Hou churches, excepting such rooms or space as may be reserved for the keeping of religious vestments, vessels, monies, and historical or valuable personal properties, so far as consistent with the preservation of the churches for the use, benefit, and maintenance of divine services in accordance with Constitution and worship of the Hawaii Conference Foundation and the Statutes of the Church in Hawaii.
4. To reimburse the United States in the amount equal to the fair market value of any capital improvements made to or placed upon the property in the event the agreement is terminated prior to its natural expiration, or any extension thereof, by the Cooperator, 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 such agreement, the improvements thereon shall become the property of the Cooperator, unless the Service desires to remove such capital improvements and restore the property to its natural state within a reasonable time of such expiration.

B. THE SERVICE AGREES:

1. To meet with the Cooperator for the joint planning and coordinating purposes.
2. To assist the Cooperator in the preservation, protection, rehabilitation, restoration, interpretation, and use of the buildings as mutually agreed to by the parties, subject to the availability of funds in future years' appropriations.

SECTION C

STATEMENT OF AGREEMENT

3. To assist the Cooperator, when necessary, with maintenance and operation of utility support systems (water, electrical, heating, plumbing, and the like) as mutually agreed to by the parties, subject to the availability of funds in future years' appropriations.
4. To assist the Cooperator, when necessary, by providing funds for specific purposes, such as acquisition of historic or reproduction artifacts, special exhibits, technical training, interpretive literature, and other specific purposes as mutually agreed to by the parties, subject to the availability of funds in future years' appropriations.
5. To provide other technical assistance in a variety of fields associated with management of historic sites, such as maintenance, interpretation, general management, curatorial management and research, and the like, as mutually agreed to by the parties.
6. To include the Cooperator in pertinent park literature and interpretive materials produced by the Service or by others acting for or on behalf of the Service and consult with the Cooperator in connection with the preparation of such literature and materials. At the request of the Cooperator, any such literature will identify the Cooperator as the owner and operator of the site.

C. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

1. The parties shall cooperate for the common purpose of protecting and preserving the historical integrity of the three structures and other portions of the historic site. Changes may be made by mutual agreement to restore features to an earlier period; i.e., removal of non-historic fabric or features and the like by mutual agreement of the parties, provided such major alterations or major repairs shall be made in accordance with the provisions of Section 106, United States Public Law 89-665, October 15, 1966, and known as the Historic Preservation Act of 1966.
2. The parties shall cooperate and assist in preserving museum objects, artifacts, and related items in accordance with mutually acceptable curatorial standards for the identification, marking, preservation, exhibition, and disposition of such objects.
3. That this Cooperative Agreement shall remain in effect for a period of twenty years from its effective date and may be extended or amended by mutual agreement. This Cooperative Agreement shall be reviewed annually.



SECTION C

STATEMENT OF AGREEMENT

4. The Service shall stabilize and rehabilitate structures and other properties used for religious or sectarian purposes only if such properties constitute a substantial and integral part of the historical fabric of the Kalaupapa settlement, and only to the extent necessary and appropriate to interpret adequately the nationally significant historical features and events of the settlement for the benefit of the public.

END OF SECTION C

SECTION D

CONTRACT ADMINISTRATION DATA

1. CORRESPONDENCE

All correspondence and/or copies of all written notices between the Service and the Cooperator shall be sent to the cognizant Government Technical Representative and the Agreement Officer at the following address:

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

Attention: Government Technical Representative

National Park Service  
Western Regional Office  
450 Golden Gate Avenue  
Box 36063  
San Francisco, California 94102

Attention: Agreement Officer

END OF SECTION D