

COOPERATIVE AGREEMENT

BETWEEN

THE NATIONAL PARK SERVICE

AND

ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII

Cooperative Agreement No.: CA 8896-4-0003, dated August 22, 1984
Modification No.: 0001
Effective Date: August 23, 2004
Project Title: Preservation of Historic Structures, Kalaupapa

Cooperator Name: Roman Catholic Church In The State Of Hawaii
A Hawaii Nonprofit Cooperation
1184 Bishop Street
Honolulu, Hawaii 96813

FOR THE ROMAN CATHOLIC
CHURCH IN THE STATE OF HAWAII

FOR THE NATIONAL PARK SERVICE

Signature: *+ Francis X. Di Lorenzo*
Name: Francis X. DiLorenzo, S.T.D.
Title: Its President

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

Date: *4/8/03*

Date: *4/9/03*

Signature: *Tekla Seidl Vines*
Name: Tekla Seidl Vines
Title: Contracting Officer

Date: *April 24, 2003*

The COOPERATIVE AGREEMENT is modified as follows:

1. SECTION C, STATEMENT OF AGREEMENT, Subsection C., IT IS MUTUALLY UNDERSTOOD AND AGREED, is revised by adding the following paragraph:

4. That the first twenty years of this Cooperative Agreement expires on August 23, 2004, and the Cooperator and the Service both desire a twenty year extension. Therefore, the term of this Cooperative Agreement will be extended for an additional twenty years from the new effective date of August 23, 2004.

COOPERATIVE AGREEMENT

BETWEEN

NATIONAL PARK SERVICE

AND

ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII

COOPERATIVE AGREEMENT NO: CA 8896-4-0003

To continue for 20 years from effective date below:

TITLE: PRESERVATION OF HISTORIC STRUCTURES, KALAUPAPA

ROMAN CATHOLIC CHURCH
IN THE STATE OF HAWAII

NATIONAL PARK SERVICE

NAME:

Joseph A. Ferrario
President

NAME:

Howard H. Chapman
Regional Director,
Western Region

DATE:

July 30, 1984

EFFECTIVE DATE:

August 22, 1984

Name: Gerald H. Lundblad

Title: Agreement Officer

Date: August 22, 1984

Concurred by:

[Signature]
Chairman, Kalaupapa National Historical Park
Advisory Commission

COOPERATIVE AGREEMENT

BETWEEN

NATIONAL PARK SERVICE

AND

ROMAN CATHOLIC DIOCESE OF HONOLULU

COOPERATIVE AGREEMENT NO: CA 8000-82-34

TITLE: PRESERVATION OF HISTORIC STRUCTURES, KALAUPAPA

ROMAN CATHOLIC DIOCESE
OF HONOLULU

NATIONAL PARK SERVICE

NAME:

TITLE:

DATE:

NAME:

TITLE: Pacific Area Director

DATE:

PART I

THE SCHEDULE

SECTION A

SOLICITATION NO. 8000-82-34

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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 (NPS) to operate, preserve, and protect the Roman Catholic Church structures in Kalaupapa National Historical Park.

- (1) Part I, The Schedule, of this Cooperative Agreement;
- (2) Part II, General Provisions, of this Cooperative Agreement;
- (3) Terms and Conditions of the Solicitation dated
- (4) Other provisions or documents which are attached to or incorporated by reference in the Cooperative Agreement, if any.

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 leprosy 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 Roman Catholic Diocese of Honolulu (hereinafter known as the Cooperator), has jurisdiction of St. Philomena's Church, St. Francis Church, and the St. Elizabeth Chapel; and St. Philomena's Church, St. Francis Church, and the St. Elizabeth Chapel are among the outstanding historic sites in the park established by the Act and are nominated to the National Register of Historic Places, and are associated with the theme of human sacrifice and courage at the leprosy station on Molokai;

WHEREAS, the St. Philomena's Church is the most significant historic structure remaining in the Kalaupapa National Historical Park because of its relationship to the toll of sacrifice by leprosy patients of Molokai and of Father Damien's care, courage, and devotion to the people confined to Molokai; and,

WHEREAS, it is the desire of the Cooperator to promote the preservation, exhibition, and interpretation of St. Philomena's and St. Francis Churches and the S. Elizabeth Chapel as part of the Kalaupapa National Historical Park; and,

WHEREAS, it is the desire of the Service to cooperate to preserve the integrity of St. Philomena's and St. Francis Churches, the St. Elizabeth Chapel 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; and,

SECTION C

STATEMENT OF AGREEMENT

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:

A. THE COOPERATOR AGREES:

1. To preserve, protect, and maintain so far as lies within its powers, the St. Philomena's Church, St. Francis Church, and the St. Elizabeth Chapel owned by the Cooperator in a manner consistent with standards acceptable to the parties.
2. To assure that prior written approval in writing is obtained from the Service for an alteration or repairs to St. Philomena's Church, St. Francis Church, and the St. Elizabeth Chapel, or erect or permit to be erected 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 St. Philomena's Church, St. Francis Church, and the St. Elizabeth Chapel, 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 and Chapel for the use, benefit, and maintenance of divine services in accordance with Canon Law and worship of the Roman Catholic Church and the Diocesan Statutes of the Catholic Church in the Diocese of Hawaii.
4. To require that the Cooperator be liable to 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.

SECTION C

STATEMENT OF AGREEMENT

B. THE SERVICE AGREES:

1. That it will 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.
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:

1. To 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.

SECTION C

STATEMENT OF AGREEMENT

The title to St. Philomena's Church, St. Francis Church, and St. Elizabeth Chapel and their appurtenances shall remain the property of the Cooperator, to be used by it for religious purposes.

2. To 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. This Cooperative Agreement shall be reviewed annually.

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