



# United States Department of the Interior

NATIONAL PARK SERVICE  
Fort Vancouver National Historic Site  
612 East Reserve Street  
Vancouver, WA 98661



1.A.2 (PWR-FOVA)

February 4, 2013

Fort Vancouver National Trust  
ATTN: Elson Strahan  
750 Anderson Street  
Vancouver, WA 98661

Dear Elson:

We have been working together for a number of years on issues associated with Pearson Air Museum. Last April, we formalized discussions, and at the request of the Trust Executive Committee we met with Pacific West Regional Director Chris Lehnertz. In that meeting we all agreed to move forward with developing a new cooperative agreement through which the Fort Vancouver National Trust could operate Pearson Air Museum. In this and other meetings, we consistently discussed that a new cooperative agreement was necessary – one that would directly connect the National Park Service and the organization operating the museum and ensure consistency with federal law and policy. In the April meeting, we agreed that the National Park Service would create a first draft of the cooperative agreement, based on areas of common ground and mutual interest and also met our agency's mission, laws, and regulations and provide this draft to you by May 18, 2012. We also agreed that the then-existing cooperative agreement between the NPS and the City of Vancouver, and to which the Trust was a sub-contractor, would sunset at the end of 2012.

We met the schedule of providing you with a draft of a new cooperative agreement and over the months following the April meeting, we met and discussed the draft agreement on several occasions, and the NPS responded to questions and input from the Trust. However, the incongruence of Trust and Service visions soon became apparent in several fundamental areas. We both tried to work through these in good faith, but, as the Trust's co-chairs wrote in their letter of January 11, 2013, a partnership at the museum is "not a match" for the Trust. From this letter we understand that the Trust had decided that it could not operate effectively as a manager of Pearson Air Museum under the federal laws and policies by which the NPS is bound. Though I'm sure it was a difficult choice, I respect the Trust's decision not to pursue further negotiations with the Park over future operation of Pearson Air Museum.

This does not change the fact that the NPS needs to have a sufficient agreement with the primary entity engaged in operating the museum. Because the City of Vancouver is not substantively engaged in the operation of the museum that Cooperative Agreement #1443-CA9000-96-011 between the NPS and City of Vancouver was terminated on February 1, 2013. A copy of that termination document is enclosed for you.

In accordance with the terms of the termination of Cooperative Agreement #1443-CA9000-96-011 between the NPS and City of Vancouver, the Trust is required to immediately cease and permanently discontinue all operation, maintenance, and administration of Pearson Air Museum, except as permitted

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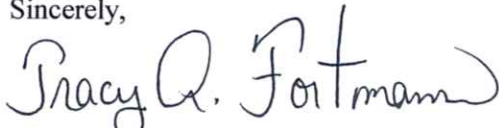
by NPS during a transition phase, and return full access to and control of the museum to the NPS. Beginning on Wednesday, February 6, NPS staff will begin to meet with as well as work alongside Trust staff at the Museum during operating hours. Please provide a set of keys and alarm code information for this federal facility to the park staff at this time.

We realize that the transfer of the museum's operation cannot happen instantaneously and as a result the Park will in good faith work with the Trust to provide your organization 45 days to transition out of its operational role. It is paramount that we work together during this period. We believe it is in the best interest of the public to provide for a seamless, smooth handoff and we ask that you share with us any pertinent information related to operations and event commitments, so that we can together ensure that the public is impacted as little as possible at the Pearson Air Museum. To this end, the Park will be forming a transition team and we look forward to your organization's participation so that we are able to work proactively and positively together. To facilitate the process and avoid any unnecessary disruption to the public, effective immediately please do not schedule any new events for the museum.

The Cooperating Agreement #1443-CA9000-96-011 between the NPS and City of Vancouver also stipulated that there would be 180 days to remove all its personal property upon termination of the agreement. We recognize there is federal property, Trust personal property and personal property belonging to private individuals in the museum. We need to work together to ensure that this personal property is secure and addressed by the rightful owner. For individuals that would like to continue to have their personal property on display for the public we would need to ensure an appropriate agreement, between each person and the NPS is in place in order for it to remain. This is to protect both the property owner and taxpayers. The NPS is committed to assisting the Trust in identifying all personal property, and relocating personal property in a timely fashion within the allotted 180-day period. We ask that you work with us in a way that does not impair or impact public use of the facility. It remains a goal of the National Park Service to provide access to Pearson Air Museum and we are now taking steps toward the park assuming responsibility. As we have shared with you on a number of occasions, it is our intention that this transition not negatively impact the public's enjoyment of the museum or the public's understanding of the Reserve, the national park, and our partnerships.

We are very appreciative of your work to date, and I thank you for the time and energy that you and your organization have put into this effort to develop a new agreement. Please know that we too have invested tremendous time and energy. This process has been one that I believe has been worth the effort and one that we both entered into in good faith. We wish you and your Executive Board the best of luck in the future, and look forward to continued partnership successes with the Trust in other areas.

Sincerely,



Tracy A. Fortmann  
Superintendent

Enclosure

CC:

Eric Holmes  
Ed Lynch  
Steve Horenstein



Termination of Cooperative Agreement No. 1443-CA9000-96-001 By The United States  
Department of the Interior National Park Service

The National Park Service (NPS) hereby fully and completely rescinds Cooperative Agreement No. 1443-CA9000-96-001, executed by and between the parties hereto on the 4th day of December, 1995. Pursuant to Section 10.03 of the Cooperative Agreement, the NPS terminates this Agreement in full and the parties agree that this Termination will become effective when fully executed by the signatories designated below. On the effective date of this Termination, the parties agree that the City of Vancouver, along with any sub-cooperators, shall immediately cease and permanently discontinue all operation, maintenance, and administration of Pearson Air Museum and return full access to the Museum to the NPS. The parties agree that only the following obligations will survive termination of the Cooperative Agreement and will remain until respectively fulfilled.

1. The City of Vancouver shall, along with any sub-cooperators, vacate the Pearson Aviation Museum within one hundred and eighty (180) calendar days of the effective date of termination.
2. The City of Vancouver shall, along with any sub-cooperators, remove all personal property from the Pearson Aviation Museum furnished by the City and any sub-cooperator as well as any personal property including, but not limited to loaned exhibits which the owner has requested be returned within one hundred and eighty (180) calendar days of the effective date of termination. In case of non-removal within the specified 180 days, such personal property shall be deemed the property of the National Park Service subject to any third party claims. Any cost to the NPS of removing non-value or hazardous items or waste remaining on site after the 180 day period shall be reimbursed by the City for their full removal cost.
3. All federal property assigned to the City shall be returned to the Superintendent, less ordinary wear and tear, within one hundred and eighty (180) calendar days of the effective date of termination.


In Witness Whereof, the Parties hereto have signed their names and executed this Agreement.

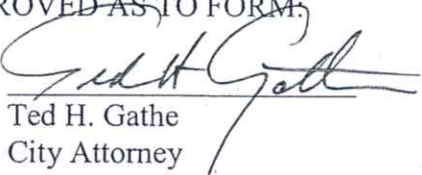
Dated Vancouver, Washington, this Feb day of 1, 2013.


UNITED STATES OF AMERICA

By: Tracy Q. Fortman  
Superintendent  
Fort Vancouver National Historic Site

By:   
Contracting Officer  
National Park Service

CITY OF VANCOUVER  
By:   
Eric Holmes  
City Manager

APPROVED AS TO FORM:  
By:   
Ted H. Gathe  
City Attorney

ATTEST:  
By:   
City Clerk  
*Carrie Lewellen,  
Deputy City Clerk*