



Agreement Number HXXXXXXXXXX

Cooperative Agreement
Between the
United States Department of Interior
National Park Service
and the
(NHA management entity name)

Beginning Date: Date of final signature by NPS Contracting Officer

Completion Date: (Not To Exceed Five Years from Beginning Date)

Project Title: Name of NHA

CFDA/Pseudo code: (To be inserted by the Contracting Officer—probably 15.904)

This agreement is entered into by and between (Name of Cooperator) and the United States of America, U.S. Department of the Interior, National Park Service (NPS).

ARTICLE I - BACKGROUND AND OBJECTIVES

Insert relevant language from authorization legislation, including the reasons for the authorization, and the goals and objectives of the NHA.

Include a description of the approaches that the NHA will take to preservation and conservation and the roles and responsibilities of the NHA management entity and the roles and responsibilities of the NPS to one another and to carrying out the purposes of the enabling legislation and developing and/or implementing the NHA management plan to achieve its legislated goals. Consider in this description the specific activities and services which the NHA and the NPS will provide and/or deliver over the next five years.

A copy of PL XXX-XXX is attached to and incorporated as a part of this agreement.

ARTICLE II - AUTHORITY

(Cite the proper authority) Insert language from the Heritage Area enabling legislation that allows the area to enter into this particular agreement with the NPS.

The Act of August 25, 1916, as amended, 16 U.S.C. § 1, 2-4 (1988), declares that the National Park System will promote and regulate the use of various Federal areas known as units of the National Park System by such means and measures as conform to the fundamental purpose of the National Park System, which purpose is to conserve the scenery and natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.

16 U.S.C. § 1g authorizes the NPS to enter into Cooperative Agreements that involve the transfer of NPS-appropriated funds State, local and tribal governments, other public entities, educational institutions, and private non-profit organizations for the public purpose of carrying out National Park Service programs.

ARTICLE III - STATEMENT OF WORK

NOW, THEREFORE, in consideration of the foregoing as a basis for agreement, cooperation and assistance between the parties and to achieve their compatible objectives, the parties agree to perform the functions specified below in accordance with the provisions of this Agreement.

A. The NPS agrees to:

B. **NHA management entity** agrees to: [language from the enabling legislation and/or management plan may be inserted here.]

C. NPS and **NHA management entity** agree to:

[Remember that it is illegal for Federal employees to directly supervise the NHAs employees or the NHA to supervise Federal employees. When working on-site, it is important that there is a clear distinction between the two.]

ARTICLE IV - TERM OF AGREEMENT

The Agreement will become effective upon the date of final signature by the NPS Contracting Officer, following the signature of the Cooperator. This Agreement shall remain in force until five years from the date of signature of the NPS Contracting Officer, unless terminated earlier in accordance with Article XI.

ARTICLE V - AGREEMENT OFFICIALS

A. For the National Park Service:

Key Official

Name
Title
Address
Telephone Number
Fax Number
E-mail

Agreement Technical Representative (ATR)

Name
Title
Address
Telephone Number
Fax Number
E-mail

Contracting Officer (Signatory)

Beth A. Faudree
National Park Service, NER
15 State Street
Boston, MA 02109
(617) 223-5095
beth_faudree@nps.gov

Contract Specialist (Administrative)

Name
 Contracting Officer
 Address
 Telephone Number
 Fax Number
 E-mail

B. For the Cooperator:**Key Official [may be management entity chair and/or NHA director]**

Name
 Title
 Address
 Telephone Number
 Fax Number
 E-mail

C. Communications – The **NHA management entity** will address any communication regarding this Agreement to the ATR with a copy to the Contract Specialist and to the Contracting Officer.

D. Changes in Agreement Officials – Neither the NPS nor the **NHA management entity** may make any permanent change in an Agreement Official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in Agreement Officials will be made only by Modification to this Agreement.

ARTICLE VI – AWARD AND PAYMENT

The commitment of specific services and funds in furtherance of this Agreement shall be authorized by individual Task Agreements identifying each project, the amounts of financial assistance, and any other special term or condition applicable to that project, subject to the limitations of Federal funding set forth in Section (*insert referenced section of enabling Heritage Area Legislation*) of (*reference the enabling Heritage Area Legislation and the specific authority*). When all parties mutually agree upon the work to be accomplished and the work program, an appropriate Task Agreement shall be consummated, obligating funds for that project.

In accordance with the provisions found in OMB Circular A-110 (<http://www.whitehouse.gov/OMB/circulars/a110/a110.html>), invoices and other required supporting statements or certificates (all properly identified with the Agreement number, the Amendment number if applicable, and the Task Agreement number) will be submitted to the National Park Service ATR, with an electronic copy submitted to the National Park Service Contract Specialist at the address above.

Request for Reimbursement and Advance of Funds (SF-270) shall be submitted to the National Park Service ATR, with an electronic copy submitted to the National Park Service Contract Specialist at the address above. Reimbursement shall be made no more frequently than monthly and will be paid by Electronic Fund Transfer directly into **NHA management entity**'s account located at their financial institution.

A. Central Contractor Registration - In order to ensure proper processing and receipt of payment, Cooperators must update their mandatory registration with the Central Contractor Registration (CCR), accessed at <http://www.ccr.gov>, when any changes in their financial, banking, or contact information occur. Failure to provide updated information will impact payments under this

Agreement and/or any other financial assistance or procurements documents the Cooperator may have with the Federal government.

- B. Advanced Payment** - An initial advance payment may be made to eligible recipients for “start up” costs. Any subsequent advance payments will not be authorized until such time as an expenditure report is provided which accounts in detail for the previous advance. Advanced payments of under \$100,000 must be expended or transferred via sub-grant or Contract obligation within thirty (30) days of the receipt of funds. Advanced payments over \$100,000 must be expended or transferred via sub-grant or Contract obligation within three (3) days of the receipt of funds. Specific projects or activities for which funds are advanced shall be tracked and reported by submittal of Standard Form 272, Federal Transaction Report.

The ATR will review the Expenditure report and make a recommendation to the Contract Specialist regarding its acceptability or unacceptability. The Contracting Officer will make the final approval or disapproval, and if acceptable, direct the Contract Specialist to process the payment.

- C. Eligibility for Advance Payment** - In order to be eligible to receive advance payments the Cooperator must follow these procedures:
1. Maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement and;
 2. Maintain financial management systems that meet the standards for fund control and accountability as described in the OMB Circulars;
 3. Limit requests to the minimum amounts required and time the request with the immediate cash requirements in carrying out the purpose of the agreement;
 4. Deposit and maintain advances of Federal funds in insured accounts whenever possible, and;
 5. Account for the receipt, obligation and expenditures of advance payments; and;
 6. Provide an Expenditure Report to the Contracting Officer and the ATR. This report must detail how the advance payment was spent and;
 7. Account for Interest earned on advanced payments and pay this interest to the Federal Government.

ARTICLE VII – LIABILITY

NHA management entity agrees:

- A. To 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 of **NHA management entity**, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement.
- B. To purchase public and employee’s liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. 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 there under, 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 Cooperator shall provide the NPS with confirmation of such insurance coverage.

- C. To pay the United States the full value for all damages to the lands or other property of the United States caused by **NHA management entity**, its officers, employees, or representatives [as in Paragraph I].
- D. To provide worker's compensation protection to **NHA management entity** officers, employees, and representatives.
- E. To cooperate with the NPS in investigation and defense of any claims that may be filed with the NPS arising out of the activities of the Cooperator, its agents, and employees.

If Cooperator occupies Government property, use the following:

In the event of damage to or destruction of the buildings and facilities assigned for the use of **NHA management entity** in whole or part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with **NHA management entity**, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by **NHA management entity**, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to **NHA management entity** will constitute termination of this Agreement by the NPS.

ARTICLE VIII – REPORTS AND/OR DELIVERABLES

USE WHERE APPLICABLE – The last paragraph is mandatory.

Specific projects or activities for which funds are advanced shall be tracked and reported by submittal of Standard Form 272, Federal Transaction Report and quarterly submittal of Standard Form 269, Financial Status Report, as outlined in 43 *CFR* § 12.952.

(Insert the following paragraph if the enabling Heritage Area Legislation requires an annual report):

In accordance with (cite the appropriate enabling Heritage Area Legislation), for any fiscal year in which Federal funds are received under this agreement, NHA management entity shall submit to the National Park Service an annual report describing the accomplishments of the Cooperator, the expenses and income of the Cooperator, and each entity to which the Cooperator made any grant during the fiscal year.

In accordance with OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, all non-federal organizations that spend \$500,000 or more per year of federal assistance (i.e., grants, contracts, loans, and cooperative agreements) are required to obtain an annual audit in accordance with the Single Audit Act of 1984, as amended. Guidance for performing the audit is presented in Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.

(Insert the following sentence if the enabling Heritage Area Legislation requires the Cooperator to make available sub-grantee records)

Additionally, in accordance with (cite the appropriate enabling Heritage Area Legislation), for any fiscal year in which Federal funds are received under this agreement, XXXXXX shall make available to

the National Park Service for audit all records pertaining to the expenditure of Federal funds by sub-grantees.

The Secretary of the Interior and Comptroller General of the United States, or their duly authorized representatives, shall have access for the purpose of financial or programmatic review and examination to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 43 *CFR* § 12.953.

In accordance with Subpart C, “Post-Award Requirements,” of OMB Circular A-110, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” the Cooperator shall verify that all contributions, including cash and third party in-kind, that are applied toward the required percentage of Federal matching funds meet the criteria specified in Subpart C. Furthermore, the Cooperator shall verify that the matching funds have been secured for each Task Agreement for the required *(insert appropriate required percentage from the enabling Heritage Area Legislation)*% Federal match, in accordance with *(cite the appropriate enabling Heritage Area Legislation)*.

ARTICLE IX – PROPERTY UTILIZATION

Pick one based on the circumstances:

NHA management entity shall utilize, manage and dispose of any property that may be funded by this Agreement as specified in 43 *CFR* § 12.934 and 12.935.

It is not anticipated that the National Park Service will provide equipment or that equipment will be purchased as the result of this Agreement.

Any NPS property used or other property acquired under this Agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 *CFR*, Subpart C, Sections 12.71 through 12.74.

Use if tools, equipment etc will be provided:

All tools, equipment, and facilities furnished by the park will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 43 *CFR* § 12.933 through 12.935 apply to this agreement.

ARTICLE X – MODIFICATIONS

A. This Agreement may be modified only by a written instrument executed by both parties.

ARTICLE XI – TERMINATION

A. Either party may terminate this Agreement by providing the other party with sixty (60) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The parties commit to using every reasonable means available, including the use of a neutral mediator if necessary, to avoid terminating this Agreement.

ARTICLE XII – GENERAL AND SPECIAL PROVISIONS

A. **General Provisions**

1. **OMB Circulars and Other Regulations** – The following *OMB Circulars* and other regulations are

incorporated by reference into this agreement:

- (a) OMB Circular A-110, as codified by 43 *CFR* Part 12, *Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
- (b) OMB Circular A-122, “Cost Principles for Non-Profit Organizations.”
- (c) OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations."
- (d) 43 *CFR* Part 12, *Subpart D* “(Reserved)
- (e) 43 *CFR* Part 12, *Subpart E*, “Buy American Requirements for Assistance Programs.” FAR Clause 52.203-12, Paragraphs (a) and (b) “Limitations on Payments to Influence Certain Federal Transactions.”

2. **Non-discrimination** – All activities pursuant this Agreement shall be in compliance with the requirements of Executive Order 11246; as amended, 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 USC Section §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 USC §6101 *et seq.*); and with all other Federal laws and regulations prohibiting discrimination on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex .
 3. **Lobbying Prohibition** – 18 *U.S.C.* §1913, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - 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, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.
 4. **Anti-Deficiency Act** – 31 *U.S.C.* § 1341- Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, or administratively allocated, for the purposes of this Agreement for that fiscal year, or other obligations for the further expenditure of money in excess of such appropriations or allocations.
 5. **Minority Business Enterprise Development** – Executive Order 12432 – It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its cooperative agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 *CFR* § 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 *CFR* § 12.76 for State and Local Governments.
- B. **Special Provisions**

1. **Public Information**

- (a) The **NHA management entity** shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, departmental, bureau, or government employee endorsement of a product, service, or position which **NHA management entity** represents. No release of information relating to this award may state or imply that the Government approves of **NHA management entity**'s work products, or considers **NHA management entity** work product to be superior to other products or services.
- (b) **NHA management entity** will ensure that all information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

- (c) **NHA management entity** will obtain prior NPS approval from the regional Public Affairs Office for any public information which refers to the Department of the Interior, any bureau or employee (by name or title) to this agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the Public Affairs Office along with the request for approval.
- (d) **NHA management entity** agrees to include the above provisions of this Article in any sub-award to any subrecipient, except for a sub-award to a State government, a local government, or a Federally-recognized tribal government.

2. **Publications of results of studies**

No party shall unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others, however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

Rights in Data: Use this provision in agreements where copyrightable material may be produced by the Cooperator requiring the Cooperator to grant a license to NPS. Delete if not applicable.

Grant the United States of America a royalty-free non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction, or use by others, of all copyrightable material first produced or composed under this Agreement by the Cooperator, its employees, or any individual or concern specifically employed or assigned to originate and prepare such material.

3. **Davis-Bacon Act**

The Davis-Bacon Act, as amended, requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clauses setting forth the minimum wages to be paid to various classes of laborers and mechanics employed in the contract. Under the provisions of the

Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Davis-Bacon Act directs the Secretary of Labor to determine such local prevailing wages. (<http://www.gpo.gov/davisbacon/>)

4. Websites applicable to this Agreement

- a. OMB Circulars: <http://www.whitehouse.gov/omb/circulars>
- b. Federal Acquisition Regulations (FAR): www.arnet.gov

C. Certifications – The following certification is required in accordance with the above provisions and made a part of this Agreement.

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

ARTICLE XIII – ATTACHMENTS

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

(Cite Attachments that are applicable to the Agreement and delete those that are not, or incorporate by reference.)

- A. Standard Form 424, “Application for Federal Assistance” (Incorporated by reference).
- B. Form SF-424A, “Budget Information” (incorporated by reference).
- C. DI-2010

ARTICLE XIV – SIGNATURES

IN WITNESS HERETO, the parties hereto have executed this agreement on the date(s) set forth below.

FOR THE **NHA management entity**:

Name, Title **Date**

Name, Title **Date**

FOR THE NATIONAL PARK SERVICE:

Key Official Name, Title **Date**

Beth A. Faudree, Contracting Officer, Northeast Region **Date**

All Cooperative Agreements must be reviewed by the NPS Regional Solicitor.