

**Cooperative Agreement
between
The United States Department of the Interior
National Park Service
and
Territorial Kansas Heritage Alliance, Inc.
For the
Freedom's Frontier National Heritage Area
Facilitation and Management**

This Agreement is entered into by and between the Territorial Kansas Heritage Alliance, Inc. (TKHA) and the United States of America, U.S. Department of the Interior, National Park Service (NPS).

ARTICLE I - BACKGROUND AND OBJECTIVES

The United States Congress, through P.L. 109-338, 120 STAT.1807, established the Territorial Kansas Heritage Alliance, Inc. as the management entity for the Freedom's Frontier National Heritage Area (FRFR) with a 15-year authority. P.L. 109-338 states: "The authority of the Secretary to provide assistance under this title terminates on the date that is 15 years after the date of enactment of this section."

TKHA is responsible for the legal documentation and disbursement of federal funds and their match. They are also charged with developing and implementing a National Heritage Area management plan that achieves the purpose defined in the same legislation for Freedom's Frontier National Heritage Area (FRFR).

The National Park Service is charged with oversight responsibilities, assuring that the federal accountability and transparency requirements are fulfilled. The agency is also charged with providing technical assistance as appropriate and available. The Secretary of the Interior is required to approve the plan, assuring it meets the legislative mandate of the enabling legislation.

TKHA and NPS work together to assure that public monies are properly expended. They also work together to assure that the requirements within the public law are met.

ARTICLE II - AUTHORITY

16 U.S.C. §1g provides that the NPS may enter cooperative agreements that involve the transfer of NPS-appropriated funds to non-profit organizations for the public purpose of carrying out NPS programs pursuant to 31 U.S.C. 6305;

16 U.S.C. §461, Title IV, October 12, 2006, establishes Territorial Kansas Heritage Alliance, Inc. as the coordinating agency for the Freedom's Frontier National Heritage Area with authority

to manage the federal funds allotted to the National Heritage Area. It is authorized to make loans and grants and to enter into contracts for goods and services that achieve the legislated purpose of the National Heritage Area. The heritage area is authorized to receive up to \$10,000,000 through the Department of the Interior, with no more than \$1,000,000 appropriated in any one year. The Federal allotment shall not exceed 50 percent of actions taken to achieve the legislated mandate.

The TKHA has the authority pursuant to Public Law 109-338, 120 Stat. 1783, to enter into agreements providing for it to perform projects with federal agencies that are concerned with the objectives of the TKHA as defined in the management plan and follow the requirements found in the enabling legislation.

ARTICLE III – STATEMENT OF WORK

A. NPS agrees to:

1. Provide financial and technical assistance as provided for in Article VI.
2. Work with TKHA in developing and implementing a management plan involving local residents, municipalities, educational institutions, non-governmental organizations and government agencies in cooperative efforts in heritage development. Projects will include cultural and resource conservation, interpretation, education, economic development, promotion and folkways. Outcomes will include a variety of both tangible and intangible products. Projects that will be built around grassroots movements will include, but not be limited to, trail development and maintenance; historic, cultural, and archeological conservation of sites, neighborhoods, municipalities, folkways, parklands and landscapes; interpretation of the region and long term sustainable landscapes.
3. Assist TKHA in the legal use of federal funds, acceptable matches, proper recordkeeping and required compliance requirements.
4. Assist TKHA in locating and developing resources, tools and sharing examples of successful heritage development with the residents.
5. Assist TKHA with technical assistance to supplement and strengthen grassroots efforts to preserve, conserve, educate, interpret and promote their story

B. TKHA agrees to:

1. Work directly with the National Park Service to legally address fiscal requirements. Also, maintain records that meet requirements identified in Office of Management and Budget circulars A-133, A-122, and A-110 as well as any other guidelines and requirements that may be addressed throughout the life of this cooperative agreement.

2. Develop, coordinate, facilitate and implement a management plan together with local residents. Assure that all federal funds and their match are expended toward National Heritage Area initiatives throughout development and implementation of the Management Plan.
3. Assure preservation and conservation of the region's nationally important story, [the local and national events that led to the Missouri-Kansas Border Wars and their legacies] and the places that contribute to this story as defined through development and implementation of the management plan.
4. Provide the National Park Service with an annual report that demonstrates how their federal funds were spent and matched as well as how effective they may have been for moving toward.
5. Assure that all residents who work with them are doing so by choice, applying the property right mandate for "opt in, opt out as required by the enabling legislation in regards to private property owners. All National Heritage Area associated activity with property owners as partners are to achieve the legislated mandate.
6. Acquires individual approval for use of the National Park Service name and logotype.

C. NPS and TKHA agree to:

1. Cooperate in proper and effective use and management of any federal funds.
2. Cooperate together to assure federal laws pertaining to preservation and conservation are properly applied, such as the National Environment Protection Act, Native American Graves Protection and Repatriation Act and the National Historic Preservation Act.
3. Cooperate in linking the nationally important story of the region to the National Park Service for education, enjoyment and recreational opportunities the general public expects from their national landscapes.
4. Work together to position the region to conserve, preserve and tell a nationally important story in perpetuity.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will become effective upon signature of both parties and extend through 2024 on the same date as this document is signed, unless terminated earlier in accordance with Article XI.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

(a) **Local/Coordinating/Agreements Technical Representative (ATR)**

Sue Pridemore, Heritage Area Partnership Coordinator
Midwest Region of the National Park Service
601 Riverfront Drive
Omaha, Nebraska 68102
E-mail: sue_pridemore@nps.gov
Telephone: (402) 661-1566
Facsimile: (402) 661-1567

(b) **Signatory/Administrative/Contracting Officer**

Theora McVay, Contract Specialist
Midwest Region of the National Park Service
601 Riverfront Drive
Omaha, Nebraska 68102
E-mail: theora_mcvay@nps.gov
Telephone: (402) 661-xxxx
Facsimile: (402) 661-xxxx

2. **For the TKHA, Executive Director:**

Judy Billings (Organization)
947 New Hampshire Street, Suite 200C, PO Box 526
Lawrence, Kansas 66044
Email: jbillings@freedomfrontier.org
Telephone: 785-856-5301
Facsimile: 785-856-5303

3. **For the TKHA, Chair of the Board:**

The Honorable Deanell Reece Tacha
US Court of Appeals, Tenth Circuit
643 Massachusetts
Lawrence, Kansas 66044
Email: Judge_Deanell_r_tacha@ca10.uscourts.gov
Telephone: 785-842-8556
Facsimile: (785) 842-7717

- B. **Communications** - The TKHA will address any communication regarding this Agreement to the Agreements Technical Representative (ATR) with a copy to the Contracting Officer. Communications that relate solely to routine operational matters described in the current work plan or other annual reporting instrument is to be sent only to the Regional ATR, the Heritage Partnership Coordinator.
- C. **Changes in Key Officials** - Neither the NPS nor the TKHA may make any permanent change in a key 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 key officials will be made only by modification to this Agreement.

ARTICLE VI – AWARD AND PAYMENT

- A. The commitment of funds in furtherance of this Agreement will be authorized by acceptance of the annual work plan, task agreement or other approved process issued against this Cooperative Agreement identifying each project or group of projects, how each one addresses the purpose of the enabling legislation and management plan requirements, the amount of financial assistance, the financial and in-kind match, and any other special terms or conditions applicable to that project. Modifications to the Cooperative Agreement will specify required changes to the annual reporting requirements.
- B. Requests for Reimbursement and Advance of Funds (SF-270) will be submitted to the NPS Contracting Officer. Payment will be made no more frequently than quarterly and will be paid by Electronic Funds Transfer directly into TKHA's account.
- C. In order to ensure proper payment, TKHA will register annually with the Central Contractor Registration (CCR), accessed at <http://www.ccr.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents [cooperator] may have with the federal government.
- D. Annual awards are subject to availability of funds and will require a modification to this cooperative agreement.

ARTICLE VII – PRIOR APPROVAL

The TKHA shall obtain prior approval for budget and program revisions that could be interpreted to be outside the development and implementation of the management plan in accordance with OMB circular A-110 as codified by 43 CFR §12.925.

ARTICLE VIII - LIABILITY**TKHA 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 act or omission of the National Heritage Area, 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. This obligation shall survive the termination of 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 thereunder, 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, TKHA shall provide the NPS with confirmation of such insurance coverage.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by TKHA, its officers, employees, or representatives [as in Paragraph 1].
- D. To provide workers' compensation protection to TKHA officers, employees, and representatives.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the TKHA, its agents, and employees.

ARTICLE IX – REPORTS AND/OR DELIVERABLES

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

- B. TKHA will provide an annual written evaluation of the program activity prior to October 15 of the following year, to the key officials identified in Article V above. The evaluation will include descriptive information of program activity, a summary of park unit participation, and recommendations for future program activity.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will 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.

ARTICLE X – PROPERTY UTILIZATION

Any tools, equipment, and facilities furnished by a park for any National Heritage Area sanctioned action 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 XI – MODIFICATION AND TERMINATION

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

B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

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 States, 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)*, “Limitation on Payments to Influence Certain Federal Transactions.”

2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); *Title V, Section 504 of the Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on 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 for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
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 TKHA will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, 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 the TKHA represents. No release of information relating to this Agreement may state or imply that the Government approves of the work product of the TKHA or considers the TKHA's work product to be superior to other products or services.
- (b) The TKHA will ensure that all information submitted for publication or other public releases of information regarding this project will 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) The TKHA will obtain prior NPS approval from the regional public affairs office for any public information release which refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the agreements technical representative who will forward such materials to the public affairs office, along with the request for approval.
- (d) The TKHA agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

2. Publications of Results of Studies

No party will 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 contribution 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.

- 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:

- A. TKHA's Work Plan and Budget.
- B. Form SF-424, "Application for Federal Assistance" (incorporated by reference).
- C. Form SF-424A, "Budget Information" (incorporated by reference).
- D. DI-2010

ARTICLE XIV - SIGNATURES

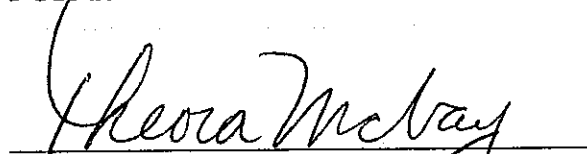
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

TERRITORIAL KANSAS HERITAGE ALLIANCE, INC.


The Honorable Deanell Reece Tacha
Chair of the Board, Territorial Kansas Heritage Alliance

3/17/09
Date

FOR THE NATIONAL PARK SERVICE


Theora McVay, Contracting Officer
Midwest Region, National Park Service

12.16.09
Date