

**AGREEMENT  
BETWEEN THE  
U.S. DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
AND THE  
NATIONAL TRUST FOR HISTORIC PRESERVATION**

**Article I.     Background and Objectives**

WHEREAS, this Agreement is hereby entered into by and between the National Trust for Historic Preservation (hereinafter "NTHP"), a private, nonprofit organization chartered by Congress in 1949, and the United States Department of the Interior, National Park Service (hereinafter "NPS"), and pertains to NTHP fundraising activities for the benefit of Grand Teton National Park, Yellowstone National Park, and the National Park System, generally; and,

WHEREAS, one of the most evocative images of the American West is the historic ranch on the High Plains or the historic mining or ghost town in the great Rocky Mountains. These unique and endangered classes of historic properties - typically built of log, wood, and stone - oftentimes evidence unique and complex conservation and historic preservation needs; and,

WHEREAS, technical information, conservation strategies and practices, and training on the most appropriate ways to restore and preserve these classes of historic properties are sorely needed; and,

WHEREAS, the NPS holds in trust for the American people some of this Nation's best and oftentimes endangered examples of 19<sup>th</sup> and early 20<sup>th</sup> century Western historic rustic architecture and wishes to ensure their survival for future generations; and,

WHEREAS, the NPS wishes to rehabilitate and preserve the historic White Grass Dude Ranch at Grand Teton National Park in a manner consistent with the Secretary of the Interior's "Standards for Archeology and Historic Preservation," and,

WHEREAS, the NPS wishes to rehabilitate the historic White Grass Dude Ranch into a living classroom and laboratory and to establish there a public-private partnership for the Western Center for Preservation Training and Technology (hereafter "WCPTT"); and,

WHEREAS, the NPS has identified several historic preservation projects at Yellowstone National Park for which fundraising could also facilitate critical historic preservation goals; and,

WHEREAS, the NTHP is a nationally recognized leader in historic preservation dedicated to protecting our Nation's irreplaceable cultural heritage and to advancing Federal policies that support, benefit, and promote historic preservation throughout the Nation; and,

WHEREAS, the NTHP has successfully completed other historic preservation partnership projects with the NPS that have greatly furthered the purposes of the National Park System and has generously offered support, fundraising, and technical assistance in this important endeavor and NPS wishes to accept this offer; and,

WHEREAS, this partnership is intended to result in the completion of historic preservation projects in the National Park System with private funding complementing public funds. Furthermore, this endeavor will require knowledge, skill, and craftsmen to rehabilitate and maintain to historic preservation standards the West's thousands of historic structures. It is envisioned that the WCPTT will train Federal and State employees, contractors, and volunteers, so critical to helping the NPS meet this need.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**Article II. Authority**

This Agreement is executed in accordance with 16 U.S.C. §§ 1- 4, 6 (1994); The Historic Sites Act of 1935, 16 U.S.C. §§ 461- 462, 464(a) (1994); The National Trust for Historic Preservation Act of 1949, 16 U.S.C. § 468 (1994); The National Historic Preservation Act of 1966, 16 U.S.C. § 470 (1994).

**Article III. Statement of Work**

The NPS, relying on NTHP's determination that it has authority to raise funds and to enter into agreements such as this one, recognizes the NTHP as an organization well suited to raise funds for and to provide assistance in a wide range of historic preservation activities, including the restoration, rehabilitation, and stabilization of historic resources. It is the intention of the NTHP to support the NPS in completing projects that fulfill the NPS goals of preserving historic resources and serving visitor needs, and donating to the park funds, materials, and services consistent with the terms of this Agreement.

**A. The NPS will:**

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1. Provide the NTHP with all necessary information concerning NPS fundraising policies and procedures applicable to the contemplated activities;
  2. Provide appropriate acknowledgment, including donor recognition, of those NTHP activities performed under the terms of this Agreement;

3. Make available to the NTHP such information and data as may reasonably be required and are generally available to inform potential donors and others about the status of conditions, restoration and rehabilitation needs and plans, cost estimates, and other details about the project;
4. Respond to all requests for review of documents and other materials presented by the NTHP in a timely manner;
5. Provide the NTHP with a "Needs Analysis" and "Cost Work Plan" that outlines all necessary restoration/rehabilitation work and associated costs respecting rehabilitation of the White Grass Dude Ranch and its adaptive use as the WCPTT, and for historic preservation projects at Yellowstone;
6. To the extent deemed practicable and appropriate by the Superintendent of the respective Park, arrange and conduct tours, events, and inspections for individuals and groups in order to assist the NTHP in its fundraising efforts. Such activities may not, in the judgment of the Superintendents, unduly infringe upon or detract from the normal visitor activities and services at the Park; and
7. Be responsible for compliance with all applicable laws, regulations, policies, and procedures for the design, construction, completion, and operation of the project as described in this agreement. Such compliance shall include and is not limited to National Environmental Policy Act, Section 106 of the Historic Preservation Act, and appropriate park planning documents.

**B. The NTHP will:**

1. Support the NPS in fulfilling the NPS goals of preserving the historic resources at Grand Teton of the White Grass Dude Ranch, the establishment of the WCPTT and the completion of historic preservation projects at Yellowstone through fundraising and, where appropriate, information exchange;
2. Prepare and submit a fundraising plan for NPS review and approval. The fundraising plan will: (1) identify the amount of money the NTHP intends to raise to successfully complete agreed to objectives; (2) include methods and timetables for soliciting donations; (3) identify specific fundraising techniques to be used; (4) address anticipated results of specific fundraising efforts; and (5) identify administrative and supportive procedures and costs associated with its fundraising activities;
3. Commit to implement the fundraising plan to raise up to \$1 million for each park in furtherance of the mutually agreed upon goals of this Agreement. The final amount to be raised will be a subject of the fundraising plan and subsequent agreements. However, the NTHP shall have no obligation to provide funds other than those funds raised through the fundraising plan;

4. Assure that all funds or contributions made to the NTHP in furtherance of this Agreement, less an amount retained by the NTHP for overhead expenses (as allowed in the fundraising plan, but not to exceed the percentage approved by the Federal Government for the NTHP), are directed toward accomplishing the goals of this Agreement and the Supplemental Agreement described in subsection C(4)(b) of this Article;

5. Apply for, and abide by, the terms and conditions of a special events permit, should either Superintendent determine that such a permit is necessary for an NTHP event. The Superintendents may require NTHP to acquire liability insurance in association with special events; and

6. Submit any material prepared for public consumption, such as individual promotional activities, brochures, or any other form of publicity, to the NPS for formal review, comment, and approval prior to its release.

**C. The NPS and NTHP mutually agree that:**

1. The NPS and the NTHP shall keep each other informed on a current and continuing basis of activities related to this Agreement;

2. The Superintendents and the Regional Director of NTHP shall meet at least twice annually to discuss issues and programs of mutual interest and review the implementation of this Agreement;

3. Activities undertaken pursuant to this Agreement are subject to, and must be consistent with, all applicable laws, regulations, NPS planning documents, and NPS policies, as they currently exist or as amended, supplemented, or superseded;

4. The NTHP will not begin or publicly announce the fundraising campaign under this Agreement unless and until:

a. The NPS confirms, in writing, that any necessary contractual, legal, and policy requirements respecting the project have been appropriately addressed and is prepared to pursue the project; and

b. The Superintendents and the NTHP have executed detailed Supplemental Agreements to this Agreement concerning the specific project or projects to be completed. For Grand Teton National Park, the agreement shall include the rehabilitation of the White Grass Dude Ranch and the establishment of the WCPTT. For Yellowstone National Park, the agreement shall identify a specific project or projects to be accomplished. The Supplemental

Agreements will address, in part, the respective financial responsibilities of the parties; payment procedures for rehabilitation work; construction plans, priorities, and time-lines; operation and maintenance responsibilities; environmental mitigation, if any; and any other matters of importance. The Supplemental Agreements will be subject to all terms and conditions of this Agreement unless expressly stated otherwise.

**Article IV.            Accounting and Reporting**

**A.** The NTHP shall place all funds raised pursuant to this Agreement, less an amount retained by the NTHP for overhead expenses as allowed in the approved fundraising plan, in a restricted NTHP account to be used for projects covered by this Agreement.

**B.** The NTHP will keep accounting records in accordance with generally accepted accounting principles. The NTHP shall provide NPS with a report semiannually on the status of these funds.

**C.** The NPS shall have the right to request an audit of all relevant books, correspondence, memoranda, and other records of the NTHP, during the period of this Agreement, and for such time thereafter as may be necessary to accomplish verification of any outstanding matters.

**Article V.            Key Officials**

The following Key Officials shall serve as points of contact for all matters related to this Agreement:

**National Park Service:**

Superintendent  
Grand Teton National Park  
P.O. Drawer 170  
Moose, WY 83012  
307-739-3410

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Superintendent  
Yellowstone National Park  
P.O. Box 168  
Yellowstone National Park, WY 82190  
307-344-2002

**National Trust for Historic Preservation:**

Regional Director  
Mountains/Plains Office  
National Trust for Historic Preservation  
535 16<sup>th</sup> Street, Suite 750  
Denver, CO 80202  
303-623-1504

**Article VI. Term of Agreement**

Subject to the provisions in Article VII below, this Agreement shall be effective when signed by both parties and shall remain in effect as needed for up to 5 years from this date.

**Article VII. Termination**

A. The NPS or NTHP may terminate this Agreement with or without cause by providing 60 days notice in writing.

**Article VIII. Disposition of Unexpended Funds**

Upon termination or non-renewal of this Agreement, the NTHP will relinquish any and all rights to, or oversight of, funds obtained in conjunction with this Agreement, less actual overhead expenses allowed by the fundraising plan, and such funds shall be deposited in an NPS designated account. Consistent with applicable law, NPS shall either use these funds in furtherance of the purposes of Grand Teton National Park and/or Yellowstone National Park, or return them to identified donors if the donors so request.

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**Article IX. Liability**

The National Trust shall indemnify, hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of National Trust representatives, employees, contractors and/or subcontractors.

## Article X. GENERAL PROVISIONS AND REQUIRED CLAUSES

**A. Non-Discrimination:** The parties shall abide by the provisions of Executive Order 11246, as amended, and shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964, codified at 42 U.S.C. §§ 2000d et seq., as amended; Title V, Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794, as amended; the Age Discrimination Act of 1975, codified at 42 U.S.C. §§ 6101 et seq., as amended; and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disability, religion, or sex, in employment and in providing of facilities and services to the public.

**B. Anti-Deficiency Act:** Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1), nothing herein contained shall be construed as binding the United States to expend any sum in excess of or in advance of appropriations made by Congress for matters covered by this Agreement.

**C. Interest of Members of Congress:** Pursuant to 41 U.S.C. § 22, Interest of Members of Congress, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."

**D. Lobbying Prohibition:** The parties shall abide by the provisions of 18 U.S.C. § 1913, Lobbying with Appropriated Moneys, which states:

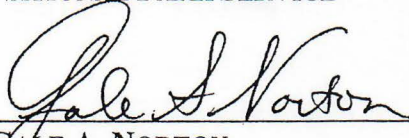
No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence 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 Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any 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, counterintelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

**E. Disclaimers of Government Endorsement:** Pursuant to 43 C.F.R. 12.2(d)(2), the NTHP will not publicize or circulate materials suggesting, expressly or implicitly, that the Government, NPS, or Government employees endorse the NTHP's work or products or consider them superior to others. All materials referring to the Government must be approved by the respective Superintendent prior to publication.

**F. Severability:** If any term or provision of this Agreement is held to be invalid or illegal such terms or provision shall not affect the validity or enforceability of the remaining terms and provisions.


AGREED TO BY:

U.S. DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

  
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GALE A. NORTON  
SECRETARY OF THE INTERIOR

10/4/03  
DATE

NATIONAL TRUST FOR HISTORIC PRESERVATION

  
\_\_\_\_\_  
RICHARD MOE  
PRESIDENT

10/4/03  
DATE