

PRESERVATION SERVICES



United States Department of the Interior NATIONAL PARK SERVICE

INTERMOUNTAIN REGION Intermountain Support Office - Santa Fe

P. O. Box 728

Santa Fe, New Mexico 87504-0728

In reply refer to: A44(IMSF-ACG)

August 12, 2008

Mr. William L. Wheeler State Historic Preservation Officer Illinois Historic Preservation Agency 1 Old State Capitol Plaza Springfield, Illinois 62701-1512

Dear Mr. Wheeler:

Enclosed are the original and two copies of Cooperative Agreement No. H7700088010 between the National Park Service and the Illinois Historic Preservation Agency.

Please review the documents. If they meet with your approval, please complete and sign on the following pages of all copies:

- 1. Page 10 of the Cooperative Agreement
- 2. Standard Form 424, Application for Federal Assistance
- Form DI-2010, Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free 3. Workplace Requirements and Lobbying

Please forward all copies of all signed and completed documents and forms to me at the above address. A fully executed copy will be returned to you for your files.

Also, effective October 1, 2003, all vendors/partners, etc., doing business with the federal government must be registered on the Central Contractor Registration (CCR) website (http://www.ccr.gov). In order for me to finalize the cooperative agreement and subsequently process payment to you under this cooperative agreement, you must register your organization's business information in the CCR. Registration must be completed no later than August 20, 2008. Once you have completed the registration process, please contact me at 505-988-6122.

If you have any questions regarding the agreement and its administrative requirements, please contact me at the above telephone number.

Sincerely,

Trish Fresquez-Hernandez Contracting Officer

Enclosures

APPLICATION FOR		2. DATE SUBMITTED		Applicant Iden	Version 7/03	
FEDERAL ASSISTANCE						
1. TYPE OF SUBMISSION: Application	Pre-application	3. DATE RECEIVED BY August 15, 2008	STATE	State Applicat	ion Identifier	
☐ Construction	☐ Construction	4. DATE RECEIVED BY	FEDERAL AGE	NCY Federal Identif	fier	
Non-Construction	☐ Non-Construction					
5. APPLICANT INFORMATION Legal Name:			Organizationa	l Unit:		
Illinois Historic Preservation Agency			Department:			
Organizational DUNS:			Division:			
			Preservation Services Name and telephone number of person to be contacted on matters			
Address: Street:			involving this application (give area code)			
1 Old State Capitol Plaza			Prefix: First Name: Mr. William			
City: Springfield			Middle Name			
County:			Last Name			
Sangámon State: Illinois	Zip Code		Wheeler Suffix:			
	62701		Email:			
Country: United States			William.Wheele			
6. EMPLOYER IDENTIFICATIO	N NUMBER (EIN):		Phone Number	(give area code)	Fax Number (give area code)	
37-1343882			217/785-9045		217/524-7525	
8. TYPE OF APPLICATION:	r=5	F***	7. TYPE OF AF	PPLICANT: (See back	k of form for Application Types)	
If Revision, enter appropriate lett	er(s) in box(es)	n 🔲 Revision	State			
(See back of form for description	of letters.)		Other (specify)			
Other (specify)	اسما	اسا	9. NAME OF FI	EDERAL AGENCY: Service		
10. CATALOG OF FEDERAL D	OMESTIC ASSISTANC	E NUMBER:	11. DESCRIPT	IVE TITLE OF APPLI	CANT'S PROJECT:	
			Route 66 Road	Bed Preservation Pla	ın	
TITLE (Name of Program):					-	
12. AREAS AFFECTED BY PRO	OJECT (Cities, Counties	, States, etc.):	-			
State of Illinois						
13. PROPOSED PROJECT			14. CONGRES	SIONAL DISTRICTS	OF:	
Start Date:	Ending Date:		a. Applicant		b. Project	
15. ESTIMATED FUNDING:			1		REVIEW BY STATE EXECUTIVE	
a. Federal \$.00	ORDER 12372		I/APPLICATION WAS MADE	
b. Applicant \$		30,000	J ^{a. res.} ⊫ AV		ATE EXECUTIVE ORDER 12372	
		00			Y OIY	
c. State \$		•	DA			
d. Local \$.00	b. No. 🔲 PR	OGRAM IS NOT COV	ERED BY E. O. 12372	
e. Other \$.00		PROGRAM HAS NO	T BEEN SELECTED BY STATE	
f. Program Income \$.00			NT ON ANY FEDERAL DEBT?	
g. TOTAL \$		30,000	☐ Yes If "Yes"	attach an explanation	ı. 🔽 No	
18. TO THE BEST OF MY KNO	WLEDGE AND BELIEF,	ALL DATA IN THIS APP	LICATION/PRE	APPLICATION ARE T	RUE AND CORRECT. THE	
DOCUMENT HAS BEEN DULY ATTACHED ASSURANCES IF 1			THE APPLICANT	AND THE APPLICA	NT WILL COMPLY WITH THE	
a. Authorized Representative				8: A-U - NI		
Prefix Mr.	First Name William			Middle Name L.		
Last Name Wheeler				Suffix		
b. Title State Historic Preservation Officer				c. Telephone Number 217/785-9045	(give area code)	
d. Signature of Authorized Repre	1.6		e. Date Signed 9-17-98			
	ww.	LINN		<u> </u>	(

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A. of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions -(See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

CHECK___IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This form was electronically produced by Elite Federal Forms, Inc.

DI-2010 June 1995 (This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

- A. The grantee certifies that it will or continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d).....Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions; within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

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Checkif there are workplaces	on files that are not l	identified here.		*	
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Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants; Loans, and Cooperative Agreements

CHECK___IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK__IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100.000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or altempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

William L. Wheeler, SHPO

TYPED NAME AND TITLE

9-17-08

DATE

DI-2010 June 1995 (This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

Cooperative Agreement Between the National Park Service and the Illinois Historic Preservation Agency

This agreement is entered into by and between the National Park Service, National Trails System – Santa Fe (hereinafter "Service"), acting through the Superintendent, and its authorized contracting officer, and the Illinois Historic Preservation Agency. Throughout this agreement the NPS and the Illinois Historic Preservation Agency may be referred to jointly as "the parties."

ARTICLE I. BACKGROUND AND OBJECTIVES

The Service is the Federal agency assigned the principal responsibility of managing the Route 66 Corridor Preservation Program

The Illinois Historic Preservation Agency, administers all state and federal historic preservation and incentive programs in Illinois, including the National Register of Historic Places, and is therefore uniquely qualified.

The roles of the two organizations are complementary in their vision and past experience to assess the historic Route 66 road alignments throughout Illinois, between and including Chicago and East St. Louis. In carrying out these roles, the two entities have complementary expertise and experience.

ARTICLE II. AUTHORITY

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

The Act of August 10, 1999, Pub. L. No. 106-45, 113 Stat. 224, authorizes the Secretary of the Interior, acting through the Service, to coordinate, promote, and stimulate research by other persons and entities regarding the Route 66 Corridor; and to coordinate a program of historic research and preservation strategies along the Route 66 corridor; and to enter into cooperative agreements to accomplish these goals.

ARTICLE III. STATEMENT OF WORK

A. Illinois Historic Preservation Agency agrees to:

- 1. Conduct a literature search and analysis of existing documentation pertaining to Route 66 road alignments (ie. Illinois State Library, Illinois Department of Transportation, etc.)
- 2. Implement the roadbed survey of all Route 66 alignments within the State of Illinois. This will include the identification, documentation, ownership determination, condition assessment, and determination of National Register eligibility for all Route 66 alignments in the State of Illinois.
- 3. Designate a representative who shall act as technical liaison with the Service. The Illinois State Historic Preservation Office will represent the interests of the Illinois Historic Preservation Agency and will provide assistance to the Service that is within the scope of this agreement.
- 4. Provide technical expertise and active participation in planning and implementing the Route 66 roadbed survey to ensure the results will meet NPS program objectives.
- 5. Results of the study will be disseminated through printed and electronic media. The final report will be presented in a technical and popular format. Ten hard (10) copies and one digital copy of the final technical report will be provided to the Service. Ten (10) hard copies and one digital copy of a shorter popular format will be provided to the Service.
- 6. As part of the public outreach component of the project, present survey results to the public in three public forums at three different locations in the state.
- B. The Service agrees to:
- 1. Work cooperatively with the Illinois Historic Preservation Agency in the planning and implementation of the roadbed survey.
- 2. Designate an employee who shall act as technical liaison with Illinois Historic Preservation Agency. The Service liaison will represent the interests of the Service and will provide assistance to the Illinois Historic Preservation Agency that is within the scope of this agreement.
- 3. Provide technical support and active participation in planning of the roadbed survey by providing input, coordination, prompt review and approvals during the planning and implementation phase, and by ensuring the survey will meet NPS program objectives.
- 4. Provide consulting, technical support and active participation during the survey by providing:
 - a. All database documentation regarding Illinois Route 66 roadbeds that the NPS has in its library:
 - b. leadership and staff expertise in discussions and; and
 - c. assistance in coordinating the work of the project goals.

- 5. Help facilitate that the bike trail initiatives the by Illinois Department of Natural Resources along sections of Route 66 be integrated into the use and preservation of the roadbed. Help facilitate that the study funded in part by NPS in partnership with the Illinois Department of Natural Resources to present options for best practices on use of the historic Route 66 roadbed by bicyclists, be used to further preservation of the roadbed.
- 6. Research and provide examples of other state roadbed surveys and management plans to be used in the formulation of those to be developed for this project.
- C. The Service and the Illinois Historic Preservation Agency agree to:
- 1. Share resources, facilities, information and expertise to develop and implement the roadbed survey to ensure that the goals of the project are met.
- 2. Work collaboratively to collect roadbed data from along the route.
- 3. Provide contact information of professionals and advocates who know about the historic Illinois Route 66 roadbed resources.
- 4. Determine the proper level of documentation that will be required for the roadbed survey, including fields for collection of data and database format.

ARTICLE IV. TERM OF AGREEMENT

This Agreement shall become effective on the date of the last signature on this document and shall continue in full force and effect for a period of twenty four (24) months unless terminated earlier in accordance with Article X of this Agreement.

ARTICLE V. KEY OFFICIALS

The key officials specified in this Agreement are considered to be important to ensure maximum coordination and communication between the parties and the work being performed hereunder. However, upon written notice, either party may designate an alternate to act in the place of the designated key official, in an emergency or otherwise.

A. For the Service:

Technical:

Kaisa Barthuli, Deputy Program Manager Route 66 Corridor Preservation Program National Trails System – Santa Fe National Park Service 2968 Rodeo Park Drive West P. O. Box 728 Santa Fe, New Mexico 87504

505-988-6742

Signatory/Administrative:

Trish Fresquez-Hernandez Contracting Officer (primary) Intermountain Support Office 2968 Rodeo Park Drive West P. O. Box 728 Santa Fe, New Mexico 87504 505-988-6122

Tammy Gallegos Contracting Officer (secondary) Intermountain Support Office 2968 Rodeo Park Drive West P. O. Box 728 Santa Fe, New Mexico 87504 505-988-6085

In the absence of the primary contracting officer the secondary contracting officer has the same authority as the primary.

B. For the Illinois Historic Preservation Agency Research:

Technical:

Anne Haaker Deputy State Historic Preservation Officer Illinois Historic Preservation Agency 1 Old State Capitol Plaza Springfield, IL 62701-1512 Phone: 217-782-4836

Phone: 217-782-483 Fax: 217-524-7525

Signatory/Administrative:

William L. Wheeler State Historic Preservation Officer Illinois Historic Preservation Agency 1 Old State Capitol Plaza Springfield, IL 62701-1512

ARTICLE VI. AWARD AND PAYMENT

Upon signature of this agreement by both parties, the Service will obligate \$30,000 for the activities described in this Agreement.

The commitment of additional funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Agreement identifying each project or group or projects, amount of financial assistance and any other special term or condition applicable to that project.

Payments will be made on a reimbursable basis and upon submission of a completed Standard Form 270, Request for Reimbursement and Advance of Funds, as well as an itemized invoice to Trish Fresquez-Hernandez, National Park Service, Intermountain Support Office, P. O. Box 728, Santa Fe, New Mexico 87504-0728. ADVANCE PAYMENTS UNDER THIS AGREEMENT ARE NOT AUTHORIZED. Financial status reports and final documents will be provided by the NM66 to the same address. The Cooperative Agreement number and/or applicable Task Agreement or modification number should be cited. Any future Task Agreements or modifications to this Agreement will be mutually agreed upon and executed in writing by both parties based on the allocation of funds by Congress. Changes resulting in time and funding must be approved by the Contracting Officer.

ARTICLE VII. PRIOR APPROVAL

Changes in budget (reallocation of a specific line item expenditure), scope (subject matter or product alteration), or schedule (change within the allotted time) of a Task Agreement or modification must be mutually agreed upon and approved by the Contracting Officer.

ARTICLE VIII. REPORTS AND/OR DELIVERABLES

- 1. Illinois Historic Preservation Agency will submit a draft report to NPS within 19 months of the signing of this agreement, which will include:
 - a. Documentation of expenditures of funds, with appropriate copies of receipts and invoices attached.
 - b. Concise narrative summarizing project results.
- 2. NPS will submit comments to Illinois Historic Preservation Agency within 60 days of receipt of the draft.
- 3. Illinois Historic Preservation Agency shall submit a digital version and two hard copies of the final report, and two copies of a Financial Status Report (SF-269A) by the end of the 23th month of the signing of this agreement.

ARTICLE IX. PROPERTY UTILIZATION AND DISPOSITION

Property management standards set forth in OMB Circular A-110 and 43 CFR 12 apply to this Agreement.

ARTICLE X. TERMINATION AND MODIFICATION

- A. This Agreement may be modified only by a written instrument executed by both parties.
- B. 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 will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XI. REQUIRED AND SPECIAL PROVISIONS

GENERAL PROVISIONS

OMB Circulars and other Regulations - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

- a. **OMB Circular A-87**, "Cost Principles for State, Local and Indian Tribal Governments."
- b. **OMB Circular A-97**, "Provisions for Specialized and Technical Services to State and Local Governments."
- c. OMB Circular A-102, as codified by 43 CFR Part 12, Subpart C, "Uniform administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
- d. **OMB Circular A-133**, "Audits of States, Local Governments, and Non-Profit Organizations."
- e. **43 CFR Part 12, Subpart D,** "Government-wide Debarment and Suspension (Non-Procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)."
- f. FAR Clause 52.203-12, Paragraphs (a) and (b), "Limitations and 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; 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 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, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

- 4. ANTI-DEFICIENCY ACT 31 U.S.C. § 1341 Nothing contained in this Agreement shall be construed as binding the Service 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 Service 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.
- 6. OFFICIALS NOT TO BENEFIT: No Member of, Delegate to, Resident Commissioner in Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom the Illinois Historic Preservation Agency unless the share or part benefit is for the general benefit of a corporation or company.
- 7. LIABILITY PROVISION: The Illinois Historic Preservation Agency shall be fully responsible for the acts and omissions of its representatives, employees, and, if applicable, any contractors and subcontractors connected with the performance of this Agreement. The Illinois Historic Preservation Agency, in furtherance of and as an expense of this Agreement, shall:

Accept responsibility for any property damage, injury, or death caused by the acts or omissions of their employees or representatives, acting within the scope of their employment arising under this Agreement, to the fullest extent permitted by law.

Provide workers' compensation protection to the Illinois Historic Preservation Agency's officers, employees, and representatives.

Pay the United States the full value for all damage to the lands or other property of the United States caused by the Illinois Historic Preservation Agency, its officers, employees, or representatives.

In the event of damage to or destruction of the buildings and facilities assigned for the use of the Illinois Historic Preservation Agency in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the Service to replace of repair the buildings or facilities.

If the Service determines in writing, after consultation with the Illinois Historic Preservation Agency that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Illinois Historic Preservation Agency, the Service 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 the Illinois Historic Preservation Agency will constitute termination of this Agreement by the Service.

Cooperate with the Service in the investigation and defense of any claims that may be filed with the Service arising out of the activities of the cooperator, its agents, and employees.

SPECIAL PROVISIONS

1. Public Information

The Illinois Historic Preservation Agency shall not publicize, or otherwise circulate, promotional materials (such as advertisements, sales brochures, press releases, speeches, pictures, movies, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the Illinois Historic Preservation Agency represents. No release of information relating to this Agreement may state or imply that the Government approves of the work product of the Illinois Historic Preservation Agency to be superior to other products or services.

The Illinois Historic Preservation Agency 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.

The Illinois Historic Preservation Agency must obtain prior Service approval from the regional Public Affairs Office before releasing for any public information which refer 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 Public Affairs Office along with the request for approval.

The Illinois Historic Preservation Agency further agrees to include the above provisions 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.

Publication 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 of 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.

CERTIFICATIONS - The following form(s) are incorporated into this Agreement by reference. These certifications are required in accordance with the provisions 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.

Standard Form LLL, Disclosure of Lobbying Activities

ARTICLE XII. ATTACHMENTS

In addition to the attachments previously specified in this Agreement, the following documents, are attached to or incorporated by reference and made a part of this Agreement:

- a. Standard Form 424, Application for Federal Assistance The form must completed and signed by Illinois Historic Preservation Agency. The signed SF-424 shall be part of this Agreement.
- b. Project budget.

BUDGET FOR

COOPERATIVE AGREEMENT NO. BETWEEN THE NATIONAL PARK SERVICE

AND

Illinois Historic Preservation Agency

Fees and salaries: \$13,000

- Intern to conduct roadbed survey @10.00 per hour
- Engineering/architectural personnel or CRM firm to produce treatment plan for roadbed to be used as management guide for state, local, and county highway officials

Travel: \$3,000

Publication costs: \$10,000

Postage: \$1,000

Project supplies: \$3,000

Total: \$30,000

ARTICLE XIII. SIGNATURES

IN WITNESS HEREOF, the parties hereto execute this Agreement on the date(s) set forth below.

NATIONAL PARK SERVICE	Illinois Historic Preservation Agency
Name:	
Signature:	Signature: Wolf L. L.
Title:	Title: State Historic Preservation Officer
Date:	Date: $8-48-0$
Name:	
Signature:	Signature: Multiple Color
Title:	Title: Deputy State Historic Preservation Officer
Date:	Date: 8-18-08
	Jaret S. Grims Games E. Fisher South Sames E. Fisher Janet S. Grimes & 28/08



MAY 1 8 2010



United States Department of the Interior NATIONAL PARK SERVICE

Preservation Services

INTERMOUNTAIN REGION
Intermountain Support Office - Santa Fe
P. O. Box 728
Santa Fe, New Mexico 87504-0728

In reply refer to: A44(IMSF-ACG)

May 12, 2011

Mr. Mike Jackson Deputy State Historic Preservation Officer Illinois Historic Preservation Agency One Old State Capitol Plaza Springfield, Illinois 62701

Dear Mr. Jackson:

Enclosed is a signed copy of Modification No. 0001 to Cooperative Agreement No. H7700088010 between the National Park Service and the Illinois Historic Preservation Agency.

If you have any questions, please do not hesitate to call me at 505-988-6122.

Sincerely,

Trish Fresquez-Hernandez
Contract Specialist

Enclosures

Cooperator: Illinois Historic Preservation Agency

1 Old State Capitol Plaza Springfield, IL 62701-1507 Cooperative Agreement No:

H7700088010

Task Agreement No:

Modification No: 0001

TO ARTICLE III – STATEMENT OF WORK:

Clarify language as follows:

A. 2 Change from:

Implement the roadbed survey of all Route 66 alignments within the State of Illinois. This will include the identification, documentation, ownership determination, condition assessment, and determination of National Register eligibility for all Route 66 alignments in the State of Illinois.

To:

Implement a roadbed survey and treatment plan for Route 66 alignments within the State of Illinois. This may include the identification, documentation, ownership determination, condition assessment, treatment protocols, and determination of National Register eligibility for Route 66 alignments in the State of Illinois. The specific format and content of the survey and treatment plan will be developed during the project, and will be based on examples of other state roadbed surveys and management plans provided by the NPS (see Article III.B.6).

A. 6 Change from:

As part of the public outreach component of the project, present survey results to the public in three public forums at three different locations in the state.

To:

As part of the public outreach component of the project, present the project results to the public in three different forums at three different locations in the state.

TO ARTICLE IV - TERM OF AGREEMENT

Extend the completion date for this Cooperative Agreement until 09/19/2012.

TO ARTICLE V – KEY OFFICIALS:

For the Illinois Historic Preservation Agency:

Change to read:

Technical:

Anne Haaker

Deputy State Historic Preservation Officer

Illinois Historic Preservation Agency

1 Old State Capitol Plaza

Springfield, IL 62701-1512

Phone: 217-782-4836 Fax: 217-524-7525

Email: Anne.Haaker@illinois.gov

Carol Dyson

Senior Preservation Architect, AIA

Preservation Services

Illinois Historic Preservation Agency

1 Old State Capitol Plaza

Springfield, IL 62701

Phone: 217-524-0276

Email: Carol.Dyson@illinois.gov

Signatory/Administrative:

Michael Jackson

Deputy State Historic Preservation Officer

Acting Division Manager

Preservation Services

Illinois Historic Preservation Agency

1 Old State Capitol Plaza

Springfield, IL 62701

Phone: 217-524-0276

Email: Michael.Jackson@illinois.gov

TO ARTICLE VIII - REPORTS AND/OR DELIVERABLES

Change paragraph 1. to read:

From:

Illinois Historic Preservation Agency will submit a draft report to NPS within 19 months of the signing of this agreement, ..."

To:

Illinois Historic Preservation Agency will submit a draft report to NPS within 19 months of the signing of this Modification, ..."

TO ARTICLE XII – ATTACHMENTS:

Change the budget to read:

1) Fees and salaries

\$20,000

- Intern to conduct roadbed survey
- Engineering/architectural personnel or CRM firm to produce treatment plan for roadbed, including travel, postage and supplies to be used as management guide for state, local, and county highway officials
- 2) Publication costs. Publication costs include development, design, editing and production of final reports and products.

\$10,000

TOTAL

\$30,000

All other provisions remain unchanged. IN executed this modification on the date(s) se	WITNESS HEREOF, the parties hereto have t forth below.
ILLINOIS HISTORIC PRESERVATON	NATIONAL PARK SERVICE
AGENCY //	
Signature: /WK /W	\Signature:
Name: MIKE JACKSON	Name: FRISH FRESQUEZ - HERNANDEZ CONTRACTING OFFICER
Title: Depots Stipo	Title: NATIONAL PARK SERVICE
	A + 1.
Date: 3 21 2011	Date: SILI