AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO



# Calendar No. 662

119TH CONGRESS
2D SESSION

# H. R. 5254

IN THE SENATE OF THE UNITED STATES

MARCH 17, 2026

Received; read twice and referred to the Committee on Energy and Natural Resources

SEPTEMBER 17, 2026

Reported by Mr. LEE, with an amendment

[Strike out all after the enacting clause and insert the part printed in italic]

# AN ACT

To authorize the Secretary of the Interior to enter into an agreement with the Gateway Arch Park Foundation to host private events in Gateway Arch National Park buildings, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

~~**SECTION 1. SHORT TITLE.**~~

~~This Act may be cited as the "Gateway Partnership Act".~~

**~~SEC. 2. DEFINITIONS.~~**

~~In this Act:~~

~~(1) FOUNDATION.—The term "Foundation" means the Gateway Arch Park Foundation, a non-profit organization that serves as the official philanthropic partner of the Park.~~

~~(2) PARK.—The term "Park" means Gateway Arch National Park.~~

~~(3) PARK BUILDING.—The term "Park building" means—~~

~~(A) the Arch Visitor Center;~~

~~(B) the Old Courthouse; and~~

~~(C) any other building administered or managed by the Secretary as part of the Park that is open to the public.~~

~~(4) SECRETARY.—The term "Secretary" means the Secretary of the Interior.~~

**~~SEC. 3. GATEWAY ARCH NATIONAL PARK PARTNER AGREEMENT PILOT PROJECT.~~**

~~(a) IN GENERAL.—The Secretary, in accordance with subsection (b), may enter into a one-time agreement for a period not to exceed five years with the Foundation to host private events at the Park, which may include the use of Park buildings.~~

~~(b) TERMS AND CONDITIONS.—An agreement entered into under subsection (a) shall include terms and~~

~~conditions to protect the resources and values of the Park, including—~~

~~(1) dates and times during which the Foundation may be the exclusive organization that holds a special event in specified Park buildings;~~

~~(2)(A) the maximum number of events that can be held per month; and~~

~~(B) appropriate National Park Service staffing levels necessary to ensure public safety and resource protection during such events;~~

~~(3) liability insurance in an amount sufficient to protect the interests of the United States that lists the United States as additionally insured;~~

~~(4) a provision stating that the Federal Government and agents and employees of the Federal Government will not be held liable for claims for damages or suits for any injuries or deaths from any cause resulting from the occupancy and use of specified Park buildings by the Foundation;~~

~~(5) a provision allowing for the modification or cancellation of the terms and conditions of the agreement, except that any modified agreement shall still comply with the terms and conditions described in subparagraphs (1) through (4); and~~

~~(6) any other terms and conditions as the Secretary considers appropriate.~~

~~(c) USE.—Private events hosted at the Park or in Park buildings through an agreement entered into under subsection (a)—~~

~~(1) shall be limited to activities—~~

~~(A) consistent with the purposes of the Park; and~~

~~(B) compatible with National Park Service programs;~~

~~(2) shall not include activities that degrade the integrity, appearance, or purposes of the Park; and~~

~~(3) shall not take place during times or in locations that prevent or disrupt public use or access to the Park or Park buildings.~~

~~(d) RECOVERY OF COSTS.—In entering into an agreement under subsection (a), the Secretary—~~

~~(1) shall charge a fee to cover the cost of maintaining the Park and Park buildings with respect to wear and tear resulting from the private events; and~~

~~(2) notwithstanding any other provision of law, may recover all costs incurred as a result of the private events and use of the Park and Park buildings, including maintenance, utilities, administrative expenses, security, and personnel costs.~~

~~(e) NATIONAL PARK SERVICE-SPONSORED EVENTS.—Nothing in this Act prevents the National Park Service from hosting events or issuing permits to other individuals or entities for special events or otherwise, as appropriate, in the Park or Park buildings.~~

~~(f) SUNSET.—~~

~~(1) IN GENERAL.—The authority to enter into and carry out an agreement with the Foundation pursuant to this Act shall sunset on the date that is 7 years after the date of enactment of this Act.~~

~~(2) EFFECT ON EXISTING AGREEMENT.—Any existing agreement entered into under this section shall terminate, notwithstanding any terms within such agreement, on the date that is 7 years after the date of enactment of this Act.~~

~~(g) SAVING CLAUSE.—Nothing in this Act affects any other authority of the Secretary to issue special use permits or agreements.~~

~~(h) Not later than 4 years after the date of enactment of this Act, the Secretary shall submit to the Committee on Natural Resources of the House of Representatives and the Committee on Energy and Natural Resources of the Senate a report evaluating the implementation of this Act, including the—~~

~~(1) operational impacts of the agreement on visitor access, security, staffing, and facilities management; and~~

~~(2) financial implications of the agreement, including fees collected and costs recovered.~~

***SECTION 1. SHORT TITLE.***

*This Act may be cited as the "Gateway Partnership Act".*

***SEC. 2. DEFINITIONS.***

*In this Act:*

*(1) FOUNDATION.—The term "Foundation" means the Gateway Arch Park Foundation, a nonprofit organization that serves as the official philanthropic partner of the Park.*

*(2) PARK.—The term "Park" means Gateway Arch National Park.*

*(3) PARK BUILDING.—The term "Park building" means—*

*(A) the Arch Visitor Center;*

*(B) the Old Courthouse; and*

*(C) any other building administered or managed by the Secretary as part of the Park that is open to the public.*

*(4) SECRETARY.—The term "Secretary" means the Secretary of the Interior.*

***SEC. 3. GATEWAY ARCH NATIONAL PARK PARTNER AGREEMENT PILOT PROJECT.***

*(a) IN GENERAL.—The Secretary, in accordance with subsection (b), may enter into a one-time agreement for a period not to exceed five years with the Foundation to host private events at the Park, which may include the use of Park buildings.*

*(b) TERMS AND CONDITIONS.—An agreement entered into under subsection (a) shall include terms and conditions to protect the resources and values of the Park, including—*

*(1) dates and times during which the Foundation may be the exclusive organization that holds a special event in specified Park buildings;*

*(2)(A) the maximum number of events that can be held per month; and*

*(B) appropriate National Park Service staffing levels necessary to ensure public safety and resource protection during such events;*

*(3) liability insurance in an amount sufficient to protect the interests of the United States that lists the United States as additionally insured;*

*(4) a provision stating that the Federal Government and agents and employees of the Federal Government will not be held liable for claims for damages or suits for any injuries or deaths from any cause re-*

*sulting from the occupancy and use of specified Park buildings by the Foundation;*

*(5) a provision allowing for the modification or cancellation of the terms and conditions of the agreement, except that any modified agreement shall still comply with the terms and conditions described in subparagraphs (1) through (4); and*

*(6) any other terms and conditions as the Secretary considers appropriate.*

*(c) USE.—Private events hosted at the Park or in Park buildings through an agreement entered into under subsection (a)—*

*(1) shall be limited to activities—*

*(A) consistent with the purposes of the Park; and*

*(B) compatible with National Park Service programs;*

*(2) shall not include activities that degrade the integrity, appearance, or purposes of the Park; and*

*(3) shall not take place during times or in locations that prevent or disrupt public use or access to the Park or Park buildings.*

*(d) RECOVERY OF COSTS.—In entering into an agreement under subsection (a), the Secretary—*

*(1) shall charge a fee to cover the cost of maintaining the Park and Park buildings with respect to wear and tear resulting from the private events; and*

*(2) notwithstanding any other provision of law, may recover all costs incurred as a result of the private events and use of the Park and Park buildings, including maintenance, utilities, administrative expenses, security, and personnel costs.*

*(e) NATIONAL PARK SERVICE-SPONSORED EVENTS.—Nothing in this Act prevents the National Park Service from hosting events or issuing permits to other individuals or entities for special events or otherwise, as appropriate, in the Park or Park buildings.*

*(f) SUNSET.—*

*(1) IN GENERAL.—The authority to enter into and carry out an agreement with the Foundation pursuant to this Act shall sunset on the date that is 7 years after the date of enactment of this Act.*

*(2) EFFECT ON EXISTING AGREEMENT.—Any existing agreement entered into under this section shall terminate, notwithstanding any terms within such agreement, on the date that is 7 years after the date of enactment of this Act.*

*(g) SAVING CLAUSE.—Nothing in this Act affects any other authority of the Secretary to issue special use permits or agreements.*

*(h) Not later than 4 years after the date of enactment of this Act, the Secretary shall submit to the Committee on Natural Resources of the House of Representatives and the Committee on Energy and Natural Resources of the Senate a report evaluating the implementation of this Act, including the—*

*(1) operational impacts of the agreement on visitor access, security, staffing, and facilities management; and*

*(2) financial implications of the agreement, including fees collected and costs recovered.*

**Calendar No. 662**

119TH CONGRESS
2D SESSION

# H. R. 5254

# AN ACT

To authorize the Secretary of the Interior to enter into an agreement with the Gateway Arch Park Foundation to host private events in Gateway Arch National Park buildings, and for other purposes.

SEPTEMBER 17, 2026

Reported with an amendment