

**COOPERATIVE MANAGEMENT AGREEMENT NO. P13XXXXXXX**

among the

**NATIONAL PARK SERVICE**  
and  
**CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**  
and  
**SANTA MONICA MOUNTAINS CONSERVANCY**  
and  
**MOUNTAINS RECREATION AND CONSERVATION AUTHORITY**  
for  
**THE COOPERATIVE MANAGEMENT OF**  
**THE SANTA MONICA MOUNTAINS NATIONAL RECREATION AREA**

THIS COOPERATIVE MANAGEMENT AGREEMENT (“Agreement”) is made and entered into this **XX<sup>th</sup> day of August, 2013**, by and between the STATE OF CALIFORNIA, acting through the California Department of Parks and Recreation (“CDPR”), the Santa Monica Mountains Conservancy (“SMMC”), the Mountains Recreation and Conservation Authority (“MRCA”), and the UNITED STATES OF AMERICA, acting through the National Park Service (“NPS”). CDPR, SMMC, MRCA, and NPS may hereinafter be referred to as a “Party,” or collectively the “Parties.”

**CFDA #:**     **15.954 National Park Service Conservation, Protection, Outreach and Education**  
                  15.944 Natural Resource Stewardship  
                  15.946 Cultural Resource Management

**ARTICLE I – BACKGROUND AND OBJECTIVES**

The California Coordinating Committee on Operational Efficiencies (“Committee”), in a 1993 report representing the combined recommendations of the CDPR and the NPS, concluded that the Malibu Coast Parks located within the congressionally authorized boundary of the Santa Monica Mountains National Recreation Area (“Cooperative Zone”) should be managed by the CDPR and the NPS in a cooperative manner under a Cooperative Management Agreement. That Committee further concluded the CDPR and the NPS should seek participation from the SMMC in the cooperative management of the Cooperative Zone. The Committee also concluded such cooperation would allow the identification, development and implementation of operational efficiencies resulting in enhanced protection of park resources and improved service to the public. The SMMC has entered into a reciprocal management agreement with the MRCA, a joint powers agency of the SMMC and the Conejo and Rancho Simi Recreation and Park Districts, for the operation of parkland owned or administered by the SMMC. The CDPR, the NPS, the SMMC and the MRCA similarly conclude that the commitment of their respective resources within the Cooperative Zone can enhance the common protection of all park visitors and resources, as well as the appropriate enjoyment and appreciation of the same by the public.

The C DPR, the NPS, the SMMC and the MRCA would benefit by greater efficiency and cost savings derived from cooperative operating procedures and practices and law enforcement (both resource and visitor protection), as well as standardized signs and rules, and thereby promote less confusion and improved convenience for park users.

The C DPR, the NPS, the SMMC and the MRCA believe that whenever possible, further efficiency, greater consistency and more effectiveness can be derived from planning throughout the Cooperative Zone that is cooperatively produced, reviewed and approved. The C DPR, the NPS, the SMMC and the MRCA desire to enter into an agreement to provide for cooperative management of all C DPR, NPS, SMMC, and MRCA lands within the Cooperative Zone in order to obtain such benefits.

## **ARTICLE II - AUTHORITY**

### **Agreements for the Transfer of Appropriated Funds to Carry Out NPS Programs**

**(16 U.S.C. § 1g):** The National Park Service may in fiscal year 1997 and thereafter enter into cooperative agreements that involve the transfer of National Park Service 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.

### **Agreements for Cooperative Management Where Park System Lands are Near State or Local Parks (16**

**U.S.C. § 1a-2(I)):** Where a unit of the National Park System is located adjacent to or near a State or local park area, and cooperative management between the National Park Service and a State or local government agency of a portion of either park will allow for more effective and efficient management of the parks, the Secretary may enter into an agreement with a State or local government agency to provide for the cooperative management of Federal and State or local park areas (but may not transfer “administration responsibilities” for any unit of the National Park System under this authority). Under such an agreement, the Secretary may acquire from and provide to a State or local government agency goods and services to be used in the cooperative management of land. Also, assignment of Federal, State or local employees for the cooperative management activity may be for any period determined by the Secretary or the State or local officials to be mutually beneficial.

**Santa Monica Mountains National Recreation Area - 16 U.S.C. 460kk-(j)** - authorizes the Secretary to enter into cooperative agreements with the State of California and its political subdivisions for the rendering, on a reimbursable basis, of rescue, firefighting, and law enforcement services and cooperative assistance by nearby law enforcement and fire prevention agencies.

**Cost Share Arrangements with Partners (16 U.S.C. § 1f):** The Secretary may enter into an agreement with a cooperator for the purpose of sharing costs or services in carrying out authorized functions and responsibilities with respect to the National Park System, any affiliated area, or any designated National Scenic or Historic Trail. Cooperators are any State or local government, public or private agency, organization, institution, corporation, individual or other entity.

Pursuant to Section 6500 et seq. of the Government Code of the State of California, C DPR, SMMC, and MRCA may enter into agreements with agencies of the United States and other public agencies for the joint exercise of any power common to the contracting agencies, such as the common power of C DPR, SMMC, MRCA, and NPS to administer, protect, develop, and interpret the property under their jurisdictions for park and recreation purposes.

Pursuant to other authority specifically set out in any addenda that fall under this Cooperative Management Agreement.

Now, therefore, CDPR, SMMC, MRCA, and NPS mutually agree as follows:

**ARTICLE III – STATEMENT OF WORK**

A. All Parties to this Agreement, to the extent deemed appropriate by each Party at its own discretion, shall:

1. Utilize their respective resources, staff, equipment and facilities assigned to the Cooperative Zone for the common protection of all resources contained within the Cooperative Zone, as well as for the appropriate enjoyment and appreciation of the same by the public.

2. Work cooperatively to prepare an annual work plan that identifies common projects resulting in interagency cost efficiencies.

3. Meet on a twice yearly basis to review, discuss and plan coordination activities.

3. Seek to attain cooperative operating procedures and practices that result in efficiencies and cost savings. All revenues earned and received by a Party shall be retained by that Party and it is the Parties' intent that savings achieved therefrom be utilized for the enhanced protection of Cooperative Zone resources and service to Cooperative Zone visitors by each Party at its discretion, subject to applicable laws and policies.

4. Develop and employ operating procedures and standards to ensure cooperative accomplishments of agreed upon Cooperative Zone activities, which may include but not be limited to: visitor and resource protection, public safety, fire management, administration, public information, interpretation and publications, volunteer management, resource management, maintenance, design and construction, planning, signing, and the development of policies.

6. Produce, review, and approve Cooperative Zone plans by cooperative means. Existing plans will serve as current direction, pending their revision or replacement. The Parties shall cooperatively review non-Cooperative Zone plans that affect Cooperative Zone interests. In addition, NPS, CDPR, SMMC and MRCA agree that they should work cooperatively to:

(a) Implement the Land Protection Plan for the Santa Monica Mountains National Recreation Area;

(b) Develop and implement Regional Trail Management Plan to provide uniform standards and guidelines for managing trails in the Cooperative Zone; and

(c) Develop and implement an operations plan for cooperative management of King Gillette Ranch.

7. Exchange operational responsibilities for parklands within **the Cooperative Zone** when the Parties of ownership and responsibility agree such exchanges will result in more cost-effective management and/or enhanced public services. Said exchanges shall be detailed in Addendums to this Agreement. The parties may enter into Addenda for interpretation and education, law enforcement, fire, maintenance, resource management and other specific areas of responsibilities as needed. Any Addenda shall hereby incorporate the applicable provisions of this Agreement and the provisions of said Addenda are hereby incorporated.

8. With respect to the Mountain Bike Unit (MBU), Mounted Volunteer Patrol (MVP), and other cooperatively managed volunteer programs:

Submit appropriate State or Federal worker compensation claims when volunteers are injured while working within the scope of their assigned volunteer duties. Claims for volunteers working on Federal lands and projects shall be submitted by NPS. Claims for volunteers working on MRCA or CSPD lands or projects shall be submitted by the respective agency.

**B. The NPS shall:**

1. With respect to FRANKLIN CANYON:

- a) Assign day-to-day operation of NPS property (except housing unit 116 and the maintenance building) in Upper Franklin Canyon and Franklin Canyon Ranch to the MRCA.
- b) Provide for joint use of the Franklin Canyon maintenance building.
- c) Accomplish all planning and historic clearances required based on written proposal from the MRCA for modifications to historic and contemporary facilities.

2. With respect to LIBERTY CANYON:

- a) Conduct ranger patrols for law enforcement of applicable laws.
- b) Issue all special use permits and filming permits subject to a cost recovery schedule approved by the MRCA.
- c) Construct and maintain park-related improvements with prior-written approval by MRCA to the extent consistent with applicable laws.
- d) Maintain the access road and accomplishment of required weed abatement.

3. With respect to the QUON BUILDING:

- a) Provide for the joint use of the Quon building, pursuant to an Addendum to this agreement to be executed by NPS and CDPR.

4. With respect to KING GILLETTE RANCH:

a) Contribute staff and resources to operating an interagency visitor center to provide appropriate interpretive information and media about the Cooperative Zone, pursuant to an Addendum to this agreement to be executed by the Parties.

**C. The MRCA shall:**

1. With respect to FRANKLIN CANYON:

a) Conduct ranger patrol for law enforcement of applicable laws. In addition to general park ranger patrol and enforcement, the MRCA Park Ordinance shall be used for traffic enforcement on Franklin Canyon internal, mixed use roadways.

b) Issue all special use permits and filming permits subject to a cost recovery schedule approved by the NPS.

c) Use the Doheny Ranch House pursuant to written permission by NPS.

d) Provide janitorial, trash removal and grounds maintenance based on a written site maintenance plan approved by NPS.

e) Maintain the trail network (no new trails or substantial modification of existing trails will be done without prior written approval by NPS).

f) Construct and maintain park-related improvements with prior written approval by NPS.

g) Erect or post and maintain signs that reflect the joint management of the Franklin Canyon Area by NPS and MRCA.

2. With respect to LIBERTY CANYON:

a) Accomplish all planning and historic clearances required based on written proposal from the NPS for modifications to historic and contemporary facilities.

3. With respect to KING GILLETTE RANCH:

a) Contribute staff and resources to operating an interagency visitor center to provide appropriate interpretive information and media about the Cooperative Zone, pursuant to an Addendum to this agreement to be executed by the Parties.

**D. The CDPR shall:**

1. With respect to KING GILLETTE RANCH:

a) Contribute staff and resources to operating an interagency visitor center to provide appropriate interpretive information and media about the Cooperative Zone, pursuant to an Addendum to this agreement to be executed by the Parties.

2. With respect to the QUON BUILDING:

a) Provide for the joint use of the Quon building, pursuant to an Addendum to this agreement to be executed by NPS and CDPR.

#### **ARTICLE IV – TERM OF AGREEMENT**

This Agreement shall become effective on the date of final through [September 30, 2018](#).

#### **ARTICLE V – KEY OFFICIALS**

A. For NPS:

1. David Szymanski, Superintendent  
Santa Monica Mountains National Recreation Area  
401 W. Hillcrest Drive  
Thousand Oaks, California 91360
2. Chris Lehnertz, Regional Director  
National Park Service, Pacific West Region  
(o) 415-623-2101  
(m) 415-652-8811

For CDPR:

1. Craig Sap, Superintendent  
Angeles District  
California Department of Parks and Recreation  
1925 Las Virgenes Road  
Calabasas, California 91302
2. **Anthony Jackson**, Director  
Department of Parks and Recreation  
State of California  
1416 9<sup>th</sup> Street  
Sacramento, California 94926-0001

C. For SMMC:

**Joseph T. Edmiston**, Executive Director  
Santa Monica Mountains Conservancy

5750 Ramirez Canyon Road  
Malibu, California 90265

D. For MRCA:

**Joseph T. Edmiston**, Executive Officer 8  
Mountains Recreation and Conservation Authority  
5810 Ramirez Canyon Road  
Malibu, California 90265

- B. **Communications** – The Cooperator will address any communications regarding this Agreement to the ATR with a copy to the Contracting Officer, and to the Superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the ATR.
- C. **Changes in Key Officials** – Neither the NPS nor the Cooperator 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 in the scope or 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 individual Addendums/Task Agreements issued against this Cooperative Management Agreement identifying each project or group of projects, amount of financial assistance and any other special term or condition applicable to that project
- B. Cooperators shall request payment in accordance with the following:
  - 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's ASAP system.
  - 2. **Requesting Advances.** Requests for advances must be made submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the FA recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
  - 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

4. **Adjusting payment requests for available cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
  5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the U.S Treasury ASAP system by the FA recipient.
  6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior Agency (NPS) approval of payments may be required when/if a FA recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA recipient when they submit a request for payment. The Recipient must then notify the NPS Awarding Officer identified on the Assistance Agreement that a payment request has been submitted. The NPS Awarding Officer may request additional information from the recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- B. In order to ensure proper payment, it is required that Cooperators register with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents the Cooperator may have with the Federal government.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- D. **Allowable and Eligible Costs:** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS Awarding Officer. The recipient shall not incur costs or obligate funds for any purpose pertaining the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. **Travel costs:** For travel costs charged against awards under the Agreement, the Cooperator and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
- F. **Indirect Costs:** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.



- G. Recipient Cost Share or Match: The non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Awarding Officer based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the recipient must meet their cost share commitment over the life of the award.

#### **ARTICLE VII – PRIOR APPROVAL**

OMB Circular A-102, “Grants and Agreements with State and Local Governments.” Department of Interior regulations are provided at 43 CFR 12, Subpart C Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Locals.

#### **ARTICLE VIII – PROPERTY UTILIZATION**

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 2 CFR §§ 215.33-35 apply to this Cooperative Agreement.

#### **ARTICLE IX- LIABILITY**

##### **COOPERATOR 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, an act or omission of the Cooperator, its officers, employees, or representatives 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, Cooperator 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 the property of the United States used by Cooperator, its officers, employees, or representatives.
- D. To provide workers’ compensation protection to Cooperator 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 Cooperator, its agents, and employees.
- F. Additional Insurance Coverage:
  - 1. Cooperator shall purchase and maintain during the term of this Agreement extensions of the Comprehensive General Liability Coverage which provide Product Liability and Contractual Liability.
  - 2. Cooperator shall provide the following coverage with respect to vehicles owned and/or operated by Cooperator: Comprehensive Automobile Liability and Uninsured Motorist Coverage as required by the State of California.

#### **ARTICLE X - REPORTS AND/OR DELIVERABLES**

A Final Financial Report will be submitted 90 calendar days after the end of the award period, at expiration, or upon termination. Transactions which occurred after the award expired will also be included in the final reports. These expenses shall include wrap-up activities incurred during the project period and where the transaction occurred after the award expired. Transactions for the entire award period will be included in this final report and will reflect the transactions for the entire award amount.

- a. All financial and programmatic records submitted by recipients, supporting documents, statistical records, and other grants-related records shall be maintained in accordance with 43 CFR §12.82 or §12.953, as applicable.
- B. Cooperator will provide an annual performance reports in accordance with 2 CFR § 215.51 as described in individual addendums.
- 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 2 CFR § 215.53.
- D. 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 2 CFR § 215.53.

#### **ARTICLE XI – MODIFICATION AND TERMINATION**

- A. This Cooperative Agreement may be modified only by a written instrument executed by the parties.
- B. This Cooperative Agreement may be terminated pursuant to 43 CFR § 12.83-84 (State or Local Governments)

## **ARTICLE XII - GENERAL AND SPECIAL PROVISIONS**

### **A. General Provisions**

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

#### **1. Administrative Requirements:**

- a) OMB Circular A-102, Grants and Cooperative Agreements With State and Local Governments (10/07/1994) (further amended 08/29/1997)  
[http://www.whitehouse.gov/omb/circulars\\_a102/](http://www.whitehouse.gov/omb/circulars_a102/) or [PDF](#) (10 pages, 43 kb)

#### **2. Determination of Allowable Costs:**

- a) OMB Circular A-87, as codified at 2 CFR Part 225, “Cost Principles for State, Local, and Indian Tribal Governments.”

#### **3. Audit Requirements:**

- a) OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations.”

#### **4. Code of Federal Regulations/Regulatory Requirements: (as applicable):**

- a) [43 CFR 12, Subpart E Buy American Requirements for Assistance Programs](#)
- b) [43 CFR 43 Governmentwide Requirements for a Drug-Free Workplace](#)
- c) 2 CFR Part 1400, NonProcurement Debarment and Suspension, previously located at 43 CFR Part 42, Governmentwide Debarment and Suspension (Non-Procurement)
- d) [43 CFR 18 New Restrictions on Lobbying](#)
- e) [2 CFR Part 175 Trafficking Victims Protection Act of 2000](#)
- f) FAR Clause 52.203-12, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”

**5. SAM Registration for Awardees and Subrecipients AWARD TERM (new 9/2010) 2 CFR § 25**

**I. System for Award Management (SAM) and Universal Identifier Requirements**

*A. Requirement for System for Award Management (SAM)*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

*B. Requirement for Data Universal Numbering System (DUNS) Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

*C. Definitions*

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.SAM.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;

- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. II.210 of the attachment to OMB Circular A-133, “Audits of States,
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

6. **Buy American Act:** Pursuant to section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
7. **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.

8. **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. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
9. **Anti-Deficiency Act:** Pursuant to 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.
10. **Minority Business Enterprise Development:** Executive Order 12432 – It is national policy to award a fair share of contracts to small and minority firms. 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.
11. **Assignment:** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
12. **Member of Congress:** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

13. **Agency:** The Partner is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Partner represent its self as such to third parties. NPS employees are not agents of the Partner and will not act on behalf of the Partner.
14. **Non-Exclusive Agreement:** This Agreement in no way restricts the Partner or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
15. **Survival:** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
16. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

## B. Special Provisions

### 1. Public Information

- a. Cooperator 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 Cooperator represents. No release of information relating to this Agreement may state or imply that the Government approves of Cooperator's work products, or considers Cooperator's work product to be superior to other products or services.
- b. The Cooperator 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. Cooperator 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 Cooperator 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 or 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.

## 1. Prohibition on Text Messaging and Using Electronic Equipment Supplied By the Government While Driving

Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving was signed by President Barack Obama on October 1, 2009 (ref.: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on government business or when performing any work for or on behalf of the federal government.

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

[Standard Form LLL, Disclosure of Lobbying Activities](#)

## **ARTICLE XII - ATTACHMENTS**

### **A. Attachments:**



1. Project Plan
2. Budget
3. Schedule
4. Standard Form 424 - Application for Federal Assistance (incorporated by reference)
5. Standard Form 424A, "Budget Information" (incorporated by reference)
6. Standard Form 424, B, "Assurances-Non-Construction Programs" (incorporated by reference)
7. Standard Form 425 – Federal Financial Report
8. Grants.gov Lobbying Form
9. Standard Form LLL, Disclosure of Lobbying Activities
10. SF-PPR Performance Program Report

**ARTICLE XIII – AUTHORIZING SIGNATURES**

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set forth below.

**FOR THE C DPR**

\_\_\_\_\_  
Signatory  
Title

\_\_\_\_\_  
Date

**FOR SMMC**

\_\_\_\_\_

\_\_\_\_\_  
Date

**FOR MRCA**

\_\_\_\_\_

\_\_\_\_\_  
Date

**FOR THE NATIONAL PARK SERVICE**

\_\_\_\_\_  
Signatory  
Park Name

\_\_\_\_\_  
Date