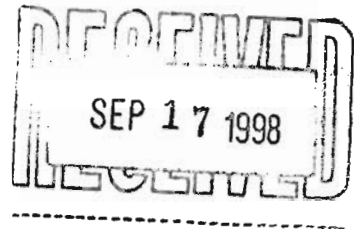




IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE



SOUTHERN NEW JERSEY PROGRAMS
New Jersey Coastal Heritage Trail Route
389 Fortescue Road
PO Box 568
Newport, New Jersey 08345

September 15, 1998

A4415 (NEJE)

Memorandum

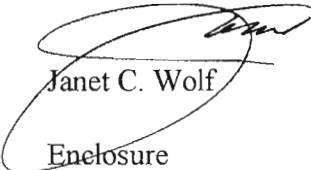
To: Linda Mysliwy Conlin, Executive Director, NJ Division of Travel and Tourism
James Hall, Assistant Commissioner, D.E.P.
✓ Terrence D. Moore, Executive Director, The Pinelands Commission

From: Janet Wolf, Programs Manager, Southern New Jersey Programs

Subject: Trail Cooperative Agreement # 1443-CA-1845-98-001 and Memorandum of Agreement # 1443-MA-1845-98-002

All parties for the purpose of continuing our partnership relative to the New Jersey Coastal Heritage Trail Route have signed the above referenced agreements. It is hard to believe that we have been working together for so many years. Legislation has been introduced in both houses of Congress to extend the life of the Trail until the year 2004. The bills also authorize increased appropriations of \$3million. If this legislation passes, it will enable us to complete development of all five theme trails as well as develop the rest of the Welcome Centers, upgrade the regional brochures, maintain our website, expand training opportunities and continue our technical assistance activities.

Your help and support since 1989 when planning for the Trail began is deeply appreciated. Without the support of your agencies and staff, the Trail could never have happened. I look forward to working with you to make the Trail a success and a major contributor to tourism, conservation and recreation in New Jersey.


Janet C. Wolf

Enclosure

COOPERATIVE AGREEMENT

1443- CA 1845-98-001

MEMORANDUM OF AGREEMENT

1443-MA 1845 - 98 - 002

Between

UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE

N J DEPARTMENT OF ENVIRONMENTAL PROTECTION

NJ DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT,
DIVISION OF TRAVEL AND TOURISM

THE PINELANDS COMMISSION

This agreement is made between the National Park Service, (hereinafter referred to as NPS), New Jersey Coastal Heritage Trail Route (hereinafter referred to as NJCHTR), NJ Department of Environmental Protection (hereinafter referred to as DEP), NJ Division of Travel and Tourism (hereinafter referred to as Tourism), and the Pinelands Commission.

ARTICLE I. BACKGROUND AND OBJECTIVES

WHEREAS, pursuant to PL 100-515 and PL 103-243 which establish the NJCHTR, the Historic Sites Act of 1935, and the National Historic Preservation Act of 1966, the NPS has the authority to enter into cooperative agreements;

WHEREAS, pursuant to PL 104-208, the NPS may in fiscal year 1997 and thereafter 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 NPS programs pursuant to 3 U.S.C. 6305 to carry out public purposes of NPS programs;

WHEREAS, pursuant to § 818 of PL 104-333, which will be codified as 16 U.S.C. § 1a-2(j), also known as " The Omnibus Parks and Public Lands Management Act of 1996", the NPS may "enter into cooperative agreements with public or private educational institutions, States, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training programs concerning the resources of the National Park System, and, pursuant to any such agreements, to accept from and make available to the cooperator such technical and support staff, financial assistance for mutually agreed upon research projects, supplies and equipment,

*** NATIONAL PARK SERVICE ***

January 14, 1998

facilities, and administrative services relating to cooperative research units as the Secretary deems appropriate; except that this paragraph shall not waive any requirements for research projects that are subject to the Federal procurement regulations.";

WHEREAS, the signatories to this agreement will cooperatively develop the plans for and work to insure the long-term implementation of the NJCHTR, authorized by PL 100-515 and PL 103-243. The NJCHTR is intended to enhance and encourage protection of New Jersey's natural and cultural resources, while interpreting New Jersey's diverse natural and cultural heritage. The NJCHTR, a series of vehicular theme routes, will originate in the vicinity of Sandy Hook to the north and proceed south to Cape May and then northwest along the coast of the Delaware Bay/River to Deepwater;

WHEREAS, the NPS prepared a Study of Alternatives presenting five alternative concepts for the development of the NJCHTR. After public comment and review, the NPS Director selected an alternative based on the recommendations of the signatories to this agreement that calls for not more than five routes to link interpretively cultural and natural resources which share common themes. Brochures, markers and wayside exhibits, and other interpretive media will be the main methods for these connections. It is expected that the routes will be phased in over a period of years;

WHEREAS, the purpose of this agreement is to develop a general framework which will ensure the coordination of efforts among the signatories in the development and management of the NJCHTR. Detailed responsibilities, schedules, etc. shall be negotiated and will become the basis for specific work plans which will be addenda to this agreement;

WHEREAS, the DEP is the agency of the State of New Jersey responsible for natural and cultural resources management. In addition, DEP through its subordinate organizations manages many of the natural and cultural sites which will be destinations on the NJCHTR;

WHEREAS, Tourism is responsible for coordinating the State of New Jersey's travel and tourism marketing and works cooperatively with the State's travel industry; and

WHEREAS, The Pinelands Commission, a governmental entity of the State of New Jersey was established to protect and preserve the unique resources of the Pinelands and includes public education as well as land regulation among its purposes;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties hereto:

ARTICLE II. STATEMENTS OF WORK

The agencies listed herein agree to work together to implement the NJCHTR's development

program and to develop a management program. To facilitate coordination of the project, a Steering Committee will be formed to guide the overall work. An interagency Project Team will be formed to accomplish the production of necessary plans and coordination of efforts. Interagency coordination will be carried out primarily through a Project Team which will function under the general guidance of the Steering Committee. Members of the Steering Committee and Project Team will be appointed by the cooperators.

The Steering Committee:

The Steering Committee will review the progress of the Project Team. Strategies for the long-term funding and management of the NJCHTR will be made by the Steering Committee to the NPS Director and Secretary of the Interior. The committee will meet as necessary for the duration of the planning and implementation phases of the NJCHTR. The goal is for the completed NJCHTR to be managed by an agency affiliated with the State of New Jersey with the technical assistance of the NPS. Upon the majority vote of all members present, other organizations may be included as members of the Steering Committee. Efforts will be made to include, by amendment, representatives of either New Jersey State Department of Transportation or the Governor's Recreational Travel Committee.

The Project Team:

Core staff for the Project Team will be provided by the NPS's Southern New Jersey Programs Office complemented with representatives from each of the other cooperating partner organizations. The role of the Project Team will be to accomplish the necessary research, to analyze and synthesize the research results, to prepare the plans for each NJCHTR theme route, to generate implementation documents, to create appropriate interpretive exhibits, and to generate the final plans as well as form a strategy to finance and manage the NJCHTR for consideration by the Steering Committee.

Compliance:

The implementation plan will conform to requirements of the National Environmental Policy Act (NEPA) and the Historic Preservation Act of 1966. The NPS - NJCHTR Project Office will be responsible for press releases and general communication about progress of NJCHTR implementation.

Resource Inventory and Site Evaluation:

The NPS has been gathering information and compiling a resource inventory since the inception of the project in 1989. This inventory currently contains over 900 individual listings. The inventory having a dynamic nature, will be updated as resources are identified and deleted.

Criteria Determination and Assessment:

Site selection criteria will be used to determine which sites from the inventory will be eligible for inclusion on the NJCHTR routes. Related criteria will also be developed to identify existing right-of-ways that may be listed as NJCHTR routes.

COOPERATORS WILL PROVIDE THE FOLLOWING:

National Park Service will:

1. Provide the core staff for the Project Team; members will be primarily from the Southern New Jersey Programs Office and the Northeast Region, Philadelphia Support Office.
2. Provide logistical support for initial interpretive efforts.
3. Collect and make available information on significant resources within the 275-mile-long study area and assist in the resource inventory and evaluation.
4. Program for the assistance, as needed, of the Harpers Ferry Interpretive Design Center in the production of wayside exhibits, information and visitor center exhibits, brochures, and similar interpretive media.
5. Be responsible for overall study and plan coordination.
6. Prepare draft and final documents.

NJ Department of Environmental Protection will:

1. Provide team members for the Project Team and input from the following divisions within DEP: Office of the Assistant Commissioner for Natural and Historic Resources, Division of Parks and Forestry, New Jersey Historic Preservation Office, Division of Fish, Game and Wildlife, Office of Green Acres (SCORP Coordinator), and Office of Natural Lands Management.
2. Provide access to New Jersey Geographic Information Systems as appropriate for mapping and other determinations needed for the NJCHTR as well as the Special Resource Study of the Delaware Bay coast.
3. Explore the potential joint use of visitor centers by both DEP and NJCHTR.

4. Work with the other cooperators to devise a realistic funding and organizational structure for the long-term management of the NJCHTR by the State of New Jersey with the technical assistance from the NPS.
5. Provide general technical assistance, primarily in the form of staff assistance, to the Project Team.
6. Assist in setting up meetings, workshops, public involvement, and other logistical support including such items as supplying meeting space and contact lists, participating in meetings as appropriate, etc.
7. Assist with site inventory and evaluation process.
8. With Pinelands Commission and NPS, identify and recommend potential areas of cooperation for interpretive programs and visitor information centers.
9. Through the DEP offices (NJ Historic Preservation Office, Natural Lands Management, Office of Historic Sites, and others), provide advice and technical assistance relative to the significance of the historic, prehistoric, and natural resources within the boundaries of the NJCHTR.

NJ Division of Travel and Tourism will:

1. Provide a Tourism staff member to work with the Project Team on issues relating to tourism and marketing.
2. Provide statistical, economic, and other information as needed for use by the Project Team in developing strategies for funding and marketing.
3. Actively participate in sessions related to determining long-term funding strategies for the NJCHTR.
4. Use its information distribution capabilities for the dissemination of information related to the NJCHTR.
5. Assist in setting up meetings, workshops, public involvements, and other logistical support.
6. Provide assistance in getting brochures published, provide general marketing for the NJCHTR, and seek ways to measure the impact of the NJCHTR on tourism in New Jersey.

7. Manage the official information centers program of the NJCHTR.
8. Provide the primary marketing of the NJCHTR as part of the State's tourism marketing program.

The Pinelands Commission will:

1. Designate a Pinelands Commission staff member to act as a Project Team member to address Pinelands-related issues between NJCHTR and Pinelands interpretation.
2. With NPS, Tourism, and DEP, identify and recommend potential areas of cooperation for interpretive programs and visitor information centers.
3. In conjunction with the NPS and DEP offices (NJ Historic Preservation Office, Office of Historic Sites, Natural Lands Management and others), provide advice and technical assistance relative to the significance of the historic, prehistoric, and natural resources of the Pinelands.
4. Assist with site inventory and evaluation process.

ARTICLE III. TERM OF AGREEMENT

Unless earlier terminated by operation of the terms of this agreement or by agreement of the parties in writing, this Agreement shall remain in force for five (5) years from the date of execution thereof. The agreement may be reaffirmed for an additional period upon the agreement of all parties.

ARTICLE IV. KEY OFFICIALS & STEERING COMMITTEE MEMBERS

A. The key official for the **NPS** is Marie Rust, Regional Director, Northeast Region, National Park Service, 200 Chestnut Street, Philadelphia, PA 19106, 215-597-7013

B. The key official for the **DEP** is James Hall, Assistant Commissioner for Natural and Historic Resources, CN 404, Trenton, NJ 08625, 609-292-3541

C. The key official for **Tourism** is the Linda Mysliwy Conlin, Director, NJ Division of Travel and Tourism, Department of Commerce and Economic Development, P.O. Box 826, Trenton, NJ 08625-0826, 609-292-2470.

D. The key official for the **Pinelands Commission** is Terrence D. Moore, Executive Director, P.O. Box 7, New Lisbon, NJ 08064, 609-894-9342.

ARTICLE V. AWARDS, PAYMENT, & INVOICES

The commitment of funds in furtherance of this Agreement shall be authorized by individual amendments. When the work to be accomplished and the work program are mutually agreed upon by all parties, an appropriate amendment shall be consummated, obligating funds.

In accordance with the provisions found in OMB Circular A-102 or A-110, as appropriate, invoices and other required supporting statements or certificates (all properly identified with the agreement number, the name of the NPS Key Official and, where applicable, the amendment number) will be submitted by DEP, Tourism, and Pinelands Commission to the Contracting Officer at the address shown on the signature page of this agreement.

These provisions include the following:

Reimbursement claims should be submitted on standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) and Continuation Sheet 1035, in an original and three (3) copies.

Advances of actual funds shall be requested by submittal of a Standard Form 270.

The disposition of advanced funds shall be reported quarterly by submittal of Standard Form 272, Federal Transaction Report. This form must be submitted within 15 days after the end of each calendar quarter in which funds remain outstanding.

Travel: Notwithstanding any other provisions hereof, travel expenses related to any work element will be negotiated and compensated according to current applicable NPS travel regulation or the DEP, Tourism and The Pinelands Commission's travel regulations (travel regulations followed will depend upon fund source) up to a specified daily rate. All travel arrangements and reimbursement of DEP, Tourism, and Pinelands Commission employees must be made by DEP, Tourism, and Pinelands Commission.

ARTICLE VI. PRIOR APPROVALS

Prior to diverting any specified key official to other programs, the DEP, Tourism, and Pinelands Commission and/or NPS shall notify the Contracting Officer reasonably in advance and shall submit a justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No substitution will be made without the written consent of the

Contracting Officer. Such approval will not be unreasonably withheld.

In accordance with OMB Circular A-102 or A-110 and the "Common Rule", 43 CFR Part 12., Subpart C, Paragraph 12.70:

Partners are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, certain types of post-award changes in budgets and projects shall require the prior written approval of the Contracting Officer as follows:

(a) Budget changes--non-construction: (1) Any revision which would result in the need for **additional funding**; (2) Cumulative transfers among direct cost categories, which exceed or are expected to exceed ten percent of the current total approved budget; or (3) any transfer of funds allotted for training allowances.

(b) Programmatic Changes: (1) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision which requires prior approval); (2) Need to extend the period of availability of funds; (3) Changes to key personnel (see above); and (4) Contracting out or otherwise obtaining the services of a third party to perform activities which are central to the purpose of the award and are not included in the Scope of Work.

ARTICLE VII. REPORTS AND/OR DELIVERABLES

As the performing organizations under this Agreement, DEP, Tourism, and Pinelands Commission shall follow the procedures set forth in OMB Circular A-102 or A-110, as appropriate. Reports shall be submitted to the Contracting Officer.

Performance Reports: DEP, Tourism, and Pinelands Commission shall submit an annual performance report. For multi-year projects, a final performance report shall be submitted 90 days after the expiration or termination of the agreement.

Financial Reports: (1) DEP, Tourism, and Pinelands Commission shall submit Standard Form 269 or 269A, Financial Status Report, which details program outlays and program income, on an annual basis.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSAL

Property utilization and disposition shall be in accordance with OMB Circular A-102 or A-110, as appropriate. All tools, equipment, and facilities furnished by the NPS shall be on a loan basis only and shall be returned in the same condition received except for normal wear and tear in project use."

ARTICLE IX. TERMINATION

If any party fails to observe any of the terms and conditions of this Agreement, any of the other parties may terminate this Agreement for default without any legal process whatsoever by giving thirty (30) days written notice of termination, effective at the end of the thirty (30) day period.

The NPS may terminate this Agreement for the convenience of the government, at any time, when it is determined to be in the best interest of the public to do so. The effected parties shall be notified in writing within 5 working days following the termination.

ARTICLE X. GENERAL AND SPECIAL PROVISIONS

A. GENERAL PROVISIONS

1. This agreement shall be subject to the following provisions which are incorporated herein by reference:

a. If the cooperator is an agency of a **state or local government**:

i. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments";

and

ii. OMB Circular A-128, "Audit Requirements for State and Local Governments";

and

iii. OMB Circular A-87, "Cost Principles for State and Local Governments".

2. Additional provisions which apply to **all** cooperators include:

a. 43 CFR Part 12 including

- (1) Applicability of various OMB circulars;
- (2) Administrative requirements;
- (3) Government Debarment and Suspension;
- (4) Drug-Free Workplace Requirements;
- (5) Buy American Requirements for Assistance Programs (found in Subpart E and re-authorized via PL 104-134, Section 307 [signed April 26, 1996]).

b. 43 CFR Part 18, Restrictions on Lobbying Disclosure Requirements

c. MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Other Federal Assistance Agreements, 505 DM 3.1 - 3.5C(1)(A) or 5.1 - 5.6E(1), as appropriate.

d. Limitations on Payments to Influence Certain Federal Transactions, FAR 52.203-12.

e. Non-discrimination Requirements. All activities pursuant to this Agreement and the provisions of Exec. Order No. 11246, 3 CFR 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC Section 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC Section 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC Section 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, handicap, religion or sex in providing for facilities and service to the public.

3. The following certifications are required in accordance with the above provisions and are attached hereto and made a part of this agreement (the blue pages must be filled out, signed as appropriate, and returned with the signed agreement):

a. Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements, and Lobbying (Attachment A, DI-2010, 3 pages). Note various segments and alternatives: Part A should be prepared by each partner plus Part B by any "Lower Tiered Party" (sub-contractors, sub-consultants, **NOT** employees) to this agreement; Part C, if other

than an individual, or Part D, if an individual; plus Part E for all agreements which will exceed \$100,000 Federal assistance.

b. Disclosure of Lobbying Activities (Attachment B, Standard Forms LLL and LLL-A, 3 pages) for all partners completing Attachment A, Part B.

c. MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Other Federal Assistance Agreements (Attachment C, Standard Form 334, 2 pages). These forms should be prepared for any agreement which is valued at \$500,000 or more and involves the procurement of supplies, equipment, construction, or services.

d. USDI - Civil Rights Assurance Certification (Attachment D, Form DI-1350, 1 page).

B. SPECIAL PROVISIONS

1. Availability of Funding

This agreement and the obligations of the NPS hereunder shall be subject to the availability of funding, and nothing herein contained shall be construed as binding the NPS to expend in one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of the agreement for the fiscal year, or to involve the NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

2. Public Information

a. Promotions

The DEP, Tourism, and Pinelands Commission 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 Federal Governmental, Departmental, NPS, or Federal Government employee endorsement of a product, service, or position which the DEP, Tourism, or Pinelands Commission represents. No release of information relating to this agreement may state or imply that the Government endorses the DEP, Tourism, and Pinelands Commission's work product as superior to other products or services.

b. Federal Disclaimer

The DEP, Tourism, and Pinelands Commission will ensure that all information submitted for publication or other public releases of information regarding this project shall 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. Public Information Release

DEP, Tourism, and Pinelands Commission must obtain prior approval from the NPS Southern New Jersey Programs Director for any public information releases which refer to the Department of the Interior, the NPS, any sub-unit or employee thereof (by name or title), or this agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

d. Publication of Study Results

No party shall unilaterally publish a joint publication without consulting the other parties. 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 contributing 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.

3. Direct Benefit Clause

No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.

4. Anti-Lobbying Clause

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by the 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 of, 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 channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of

the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

5. Indemnification

This Agreement is in consideration of and upon the express condition that the United States of America, its agents, and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury to any person or property of any kind whatsoever, whether to the person or property of DEP, Tourism, and Pinelands Commission or third parties, from any cause(s) whatsoever arising from any act or omission undertaken pursuant to this Agreement, and that DEP, Tourism, and Pinelands Commission hereby covenants and agrees to release, indemnify, defend, save, and hold harmless the United States, its agents, and employees from all such liabilities, expenses, and costs on account of or by reason of any injuries, deaths, liabilities, claims, suits, or losses however occurring or damages arising out of the same.

6. Insurance and Related Liability

DEP, Tourism, and Pinelands Commission accept responsibility for any property damage, injury, or death caused by the acts or omissions of their employees, acting within the scope of their employment, to the fullest extent permitted by law. To the extent work is to be provided by nongovernmental entities or persons, DEP, Tourism, and Pinelands Commission will require that entity or person to:

a. Procure and maintain during the term of the agreement, insurance in a form satisfactory to the Contracting Officer and by an insurance company acceptable to the Contracting Officer. The policies shall name the United States as an additional insured, shall specify that the primary 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 primary insured's sole risk. The amounts of the insurance shall not be less than as follows:

- (1) Workman's Compensation and Employer's Liability Insurance: Compliance with applicable Federal and State worker's compensation and occupational disease statutes shall be required. Employer's liability coverage in the minimum amount of one hundred thousand dollars (\$100,000).
- (2) General Liability Insurance: General liability insurance in the minimum amount 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.

January 14, 1998

(3) Automobile Liability Insurance: This insurance shall be required on the comprehensive form of the policy and shall provide for bodily injury and property damage liability covering the operation of all licensed motor vehicles used in connection with performing the agreement. The minimum limits of two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence of property damage shall be required.

b. Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and

c. Indemnify, save, and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person, organization, its representatives, or employees.

7. Public Laws

This agreement is subject to all laws, regulations and policies governing the NPS whether now in effect or hereafter adopted.

8. Volunteers in the Park (not used)

ARTICLE XI. ATTACHMENTS AND APPENDICES

This agreement shall be subject to the following appendices which are attached hereto and incorporated herewith by reference, except as amended or waived by joint agreement:


1. Attachment A - Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements, and Lobbying, DI-2010.
2. Attachment B - Disclosure of Lobbying Activities, SF-LLL and SF-LLL-A.
3. Attachment C - MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Other Federal Assistance, SF-334.
4. Attachment D - Civil Rights Assurance, DI-1350.

This Agreement constitutes the full, complete, and entire agreement between NPS, DEP, Tourism, and the Pinelands Commission. No modification or amendments of the agreement shall be binding on any part hereto unless such modification or amendment shall be in writing, executed in duplicate by all the signatories to this Agreement, and incorporated in and by reference made a part of this Agreement.

January 14, 1998

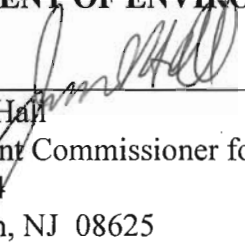
IN WITNESS WHEREOF, the parties to this agreement have caused this Agreement to be signed by their respective duly authorized officers the day and year below written.

NATIONAL PARK SERVICE

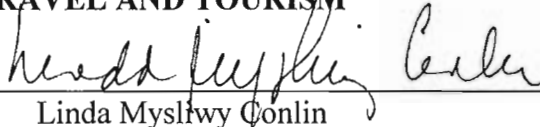
By:  Date 9/4/98
Marie Rust
Regional Director
Northeast Region, National Park Service
200 Chestnut Street
Philadelphia, PA 19106

By:  Date 9/10/98
Elyse LaForest
Contracting Officer,
Northeast Region
15 State Street
Boston, MA 02109-3572

NJ DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:  Date 6/15/98
James Hall
Assistant Commissioner for Natural and Historic Resources
CN 404
Trenton, NJ 08625

NJ DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT, DIVISION OF TRAVEL AND TOURISM

By:  Date 6/23/98
Linda Myslwy Conlin
Director
Division of Travel and Tourism
CN 826
Trenton, NJ 08625

THE PINELANDS COMMISSION

By:  Date 8/19/98
Terrence D. Moore
Executive Director
The Pinelands Commission
PO Box 7
New Lisbon, NJ 08064