

Attachment A
Cooperative Agreement
P18AC00845
Between
THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
AND
MONTGOMERY COUNTY, MARYLAND
DUNS No:062014378
Department of General Services
101 Monroe Street, 9th Floor
Rockville, MD 20850

CFDA: 15.954 - National Park Service Conservation, Protection, Outreach, and Education.
Project Title: GLEN ECHO PARK PROGRAM MANAGEMENT AND OPERATIONS
Amount of Federal Funds Obligated: \$0.00. Property Assignment: The NPS's contribution consists of the Assigned Lands and Government Facilities and Improvements.

Total Amount of Award: \$0.00. Property Assignment: The NPS's contribution consists of the value of Assigned Lands and Government Facilities and Improvements.

Period of Performance: Ten (10) years from the date of last signature.

This Cooperative Agreement (Agreement) is entered into by the National Park Service (NPS) within the U.S. Department of the Interior, and Montgomery County, Maryland ("County").

ARTICLE I – BACKGROUND AND OBJECTIVES

The purpose of this Agreement is to renew and update the partnership between the NPS and County and its Cooperators, to ensure that Glen Echo Park (Park), part of the George Washington Memorial Parkway (GWMP), a unit of the National Park System, continues to serve as a renowned arts and cultural destination park that also preserves and promotes nationally significant historic resources and stories, protects the viewshed of the Potomac Gorge, and provides the highest quality visitor experience.

The NPS is charged with the responsibility for administering the National Park System, which contains areas reflecting the nation's cultural and historical heritage. The NPS preserves and manages these areas for the benefit and inspiration of all the people of the United States. The Park is owned by the United States and administered by the NPS as

part of the George Washington Memorial Parkway. For over a century, the 9.3-acre Park has served the region as a center for education, entertainment, and cultural development.

This special site has been a National Chautauqua site (1891), an amusement park site (1899-1968), and an NPS managed arts and cultural park (1976-present). The Park became part of the National Park System through a land exchange in 1976, in part to protect the Potomac Gorge from visual impacts associated with the potential development of the Park. In June 1984, the Park was added to the National Register of Historic Places for its architecture and for its commercial, educational, and recreational uses.

In May 2001, the NPS completed the Glen Echo Park Final Management Plan/Environmental Impact Statement with a Record of Decision that selected the Modified Public Partnership Alternative. This alternative called for the NPS and County ("the County") to enter into an agreement that provided for management and operation of the Park. In 2002, the NPS entered into a Cooperative Agreement with the County. The same year, the County facilitated the creation of a new non-profit, Glen Echo Park Partnership for Arts and Culture ("GEPPAC"), and entered into an agreement with the organization to serve as the primary on-site cooperator for the County.

Today, the Park is a vibrant and active site that promotes the interpretation of the historic resources as a renowned arts and cultural destination park. The objective of the agreement is to renew the public-public partnership so that these unique and educational visitor experiences and park resource protection continue over the long-term. This will be accomplished by assigning federal lands and facilities to the County to maintain the park in a manner that follows NPS laws, regulations, and policy. The Agreement allows the County to sub-assign to cooperators, such as GEPPAC. The County and its Cooperators are authorized to generate funds through activities and fees charged for programmatic use of the facilities in support of the Park and its programs and facilities. The public-public partnership also enables the NPS and County to engage in strategic planning related to deferred maintenance and capital improvements and to ensure the operations are in keeping with environmental and historic requirements for federal property.

Public Purpose:

Glen Echo Park is to serve as a multi-use park centered on the arts and humanities to provide artistic, educational, cultural, environmental, and history programs in service to the public. The Park serves as a venue for both aspiring and master artists to explore, develop and share their skills with students and other park visitors. The Park services programs that preserve traditional arts and respond to contemporary interests to attract a diverse audience. The types of programming presented include but are not limited to:

performing and visual arts exhibits, and classes; public festivals; and environmental and history programs. The programs and performances at the Park provide visitor experience opportunities that engage and attract a diverse visitor base, not only from the DC area, but from all over the United States and around the world.

Furthermore, this Agreement serves a public purpose by promoting land management and conservation practices that will continue to protect the historic integrity of the Potomac River Palisades and water quality of the Potomac River. Additionally, this Agreement promotes appropriate historic preservation of facilities within the Park that are defined as historically significant or contributing to the defined historic district (as delineated under the National Historic Preservation Act). This Agreement allows the Park to be maintained and protected according to federal land use regulations, including the laws and regulations applicable to the National Park System, so that it may be enjoyed by future generations.

ARTICLE II – AUTHORITY

The NPS enters into this Agreement under the authority of: 54 U.S.C. § 100101 et seq. (NPS Organic Act), 54 U.S.C. § 320102(f) (Historic Sites Act), 54 U.S.C. § 101702 (Cooperative Agreements).

The County enters into this Agreement under the authority of: Title 10 of the Maryland Local Government Article.

ARTICLE III - DEFINITIONS

Assigned Lands - means the lands within Glen Echo Park, including the Government Improvements (defined below) used by the County.

Capital Improvement - refers to projects that are outside the scope of routine and cyclical maintenance including but not limited to construction of new facilities and major repairs such as work related to replacing or upgrading components such as roof, AC, or furnace, facility expansions, extensive plumbing or electrical work, repairs requiring heavy equipment, and other improvements to buildings, structures, and bridges.

Cooperators – means organizations with a direct relationship to the County which provide services and visitor experiences in the Park. Cooperators will be considered Subrecipients as that term is defined in 2 C.F.R. Part 200 for the purposes of this cooperative agreement.

Government Improvements - means the buildings and structures within Glen Echo Park as well as the utility systems, fixtures, equipment, and other government-owned improvements upon the Assigned Lands, constructed or acquired by NPS in

whole or in part and provided for the purpose of this Agreement. Any additions, alterations, improvements, or replacements heretofore or hereafter to Government Improvements shall become the property of the U.S. Government. Nothing herein shall be deemed to create in the County or any of its Cooperators any right, title, interest, or any possessory interest in the Government Improvements, or in improvements to such Government Improvements, made available for their use by this Agreement.

Grounds – refers to all the areas outside the exterior of the buildings to include all permeable and non-permeable surfaces. Grounds includes the planting beds, the picnic area, the asphalt surfaces, grassy areas, benches, trashcans, bike racks, snow and ice operation, handrails, interpretive signs, kiosks, bulletin boards, playground equipment, playground surfaces, pathways, and the putt-putt area.

Park Facilities- refers to permanent and temporary structures including the Grounds, the utility systems (potable water, sanitary systems) fire hydrants, site electrical, communication systems, storm water drains system HVAC systems, and neon.

Permit – means written authorization to engage in uses or activities that are otherwise prohibited, restricted or regulated. This includes the “blanket permit” for scheduled activities agreed to in this Agreement or in the Annual Work Plan.

Program Income - means income from fees for services performed as well as income from the use of real or personal property assigned or acquired under Federal awards to the Park.

Recipient - means a non-federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include Cooperators. “County,” “the County,” and “Recipient” may be used interchangeably under this agreement.

Routine and Cyclical Maintenance - refers to projects to maintain an asset in its normal state of repair with similar material in keeping with the original design of the structure. These are considered ordinary maintenance, repairs, and replacements for daily operation of the Park. Examples of Routine and Cyclical Maintenance may include functions such as: recurring and preventative maintenance, custodial functions (such as routine cleaning), changing light bulbs and furnace filters, cleaning gutters and downspouts, maintenance of appliances, trash removal, snow removal, lawn maintenance, interior painting, public utility servicing, and other repairs that do not involve construction.

ARTICLE IV - LAND ASSIGNMENT and PROPERTY UTILIZATION

The County may use the Assigned Land and Government Improvements within the Park pursuant to the terms of this Agreement and all attachments and as identified in map Attachment A. The County has no additional explicit nor implied rights or interests in

the Assigned Lands and Government Improvements other than those set forth in this Agreement.

The NPS and the County will have shared use of the large Clara Barton National Historical Site Parking Lot and the Park adjacent lot identified in map Attachment A. Visitors to Clara Barton National Historical Site shall be provided exclusive use of the ten (10) parking spots closest to Clara Barton. In addition, the NPS and County will share administrative office space onsite.

The County may not transfer the use, assignment, or benefits of the Assigned Land and Government Improvements without review and prior written approval of the NPS. Any third-party use of Assigned Land and Government Improvements must directly support the purpose and objectives of this Agreement and the third-party is to be bound by the terms of this Agreement.

An NPS-approved third-party recipient of Assigned Land and Government Improvements may not further assign nor transfer such assignments to a fourth party or beyond.

In the event of damage to or destruction of, in whole or in part and by any cause whatsoever, the Government Improvements assigned for use by the County, nothing contained in this Agreement shall be deemed to require NPS to replace or repair such Government Improvements. If NPS determines in writing, after consultation with the County that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the County, NPS 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 either party may terminate the Agreement.

The County will have no ownership interest in any tools, equipment, and personal property furnished by NPS. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. NPS acknowledges that the County is self-insured and that the County's liability is limited under §§ 5-301, *et seq.* and 5-5A-02 of the Maryland Courts and Judicial Proceedings Article.

ARTICLE V – STATEMENT OF WORK

A. General Responsibilities of NPS and the County: The parties will work together in good faith to ensure the continued success of the Park.

1. County agrees to directly manage:
 - a) Routine and life-cycle maintenance and repair of all facilities used in the operations of the Park at its sole expense
 - b) Custodial services
 - c) Financial accounting and reporting responsibilities, including accounting and reporting of all program income, donations, and fundraising revenues
 - d) Oversight and management of Cooperators
 - e) Payment of all utility costs directly to the provider. Installation of any additional utilities or sub-meters
2. County may enter into agreements to sub-assign to designated Cooperators responsibility for:
 - a) Managing arts, educational, and other public programs
 - b) Operating the carousel and band organ
 - c) Managing private event rentals
 - d) Food, beverage, and alcohol sales
 - e) Other retail outlets
 - f) Generation and collection of program income from fees and sales
3. NPS agrees to retain responsibility for:
 - a) Compliance with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA)
 - b) Providing uniformed NPS rangers or Volunteers-in-Parks who will provide interpretive programs on the history of Park
 - c) Capital improvements review and approval
 - d) Law enforcement

B. Public Programming and Interpretive Services

1. County and Cooperators will promote the Park as an important historical, arts, cultural, and educational destination, and part of George Washington Memorial Parkway.
2. NPS, County and Cooperators will collaborate annually to establish the public programming goals and events for the park.
3. County and Cooperators provide educational, interpretative and educational demonstrations, such as resident artists, to share a diverse range of skills, crafts, and artistic techniques with the public.

4. In coordination with County and Cooperators and based on an agreed upon schedule, NPS will provide uniformed NPS rangers or Volunteers-in-Parks to provide interpretive programs in the Park.
5. The County or Cooperators may charge admission fees to performances and fees for special programming, classes, camps, and other activities. The collected program income must be reported to NPS and expended on the operation of the Park.
6. The County and Cooperators will operate programmatic and thematic retail outlets that support the mission of the Park. Items for sale must relate to the interpretive themes of the Park. Program income from these activities must be reported to NPS and expended on the operation of the Park.
7. The County and Cooperators will develop and supply all promotional materials, interpretive brochures, print material, and online/mobile content in support of programs. The County and Cooperators will ensure public materials follow Section XXX and will obtain NPS approval of those for public materials that refer to the NPS or to this Agreement.
8. The County will recruit and supervise volunteers to assist with Park activities and with the in-park service projects. The County shall report volunteer numbers and hours annually to the NPS.
9. The Dentzel Carousel and Band Organ is a signature historical feature of the Park. The NPS, County, and Cooperators will establish the public schedule, maintenance plans, fees structure, associated with the operation and public enjoyment of the Dentzel Carousel and Band Organ within the Annual Work Plan (Attachment B) and the protocols related to the funds to be deposited and disbursed from the interest-bearing account (Attachment C).

C. Operations, Planning, and Maintenance:

1. Assignment
 - a. NPS hereby assigns use and day-to-day management of The Park to County subject to the terms of this Agreement.
2. Sub-agreements with Cooperators
 - a. The Parties acknowledge that there will be sub-agreements (third-party agreements) with Cooperators, non-profit organizations or civic groups that provide services and otherwise support the objectives of this Agreement and enhance the Parties' mutual goal of providing safe, enjoyable recreational and educational activities and programs in the Park.
 - b. All sub-agreements between the County and Cooperators must be consistent with and subsidiary to the terms of this Agreement.

- c. The NPS shall review and approve in writing all sub-agreements entered into under this Agreement within 30 days. If NPS does not act within 30 days, the sub-agreements will be deemed approved.
- d. Cooperators may not further assign responsibilities under this agreement unless the County is the primary party to the Agreement.
- e. The County is wholly responsible for guaranteeing Cooperators' compliance with the terms of this Agreement and with all applicable NPS laws, regulations, and policy.
- f. Prior to entering into sub-agreements, the County will provide NPS with verification that Cooperators have obtained adequate insurance commensurate with their activities, the historic resources, expected public involvement, and associated risks as determined by a reputable insurance provider in accordance with Article X.
- g. The County will designate a single entity, currently the Glen Echo Park Partnership for Arts and Culture (GEPPAC), to function as the Primary Cooperator under a contract with the County for park administration, programming and events. The County shall exercise direct oversight of the Primary Cooperator and regularly review its activities. NPS will be notified of board meetings and have a standing invitation to attend. The agreement with the Primary Cooperator shall be subject to the provisions of this section and the terms of this Agreement.

3. Annual Work Plan and Coordination

- a. NPS, the County, and all Cooperators will collectively meet once a year to develop an Annual Work Plan that generally sets out programming, operations, maintenance, special events, and fundraising plans, requirements, and expectations for the year. A template Annual Work Plan is attached as Attachment B.
- b. NPS, County, and Cooperators will use the Annual Work Plan to define the proper NEPA and NHPA compliance required for work to be completed in a timely fashion.
- c. NPS will collaborate with the County and its Cooperators during the annual development of public programming, education, and interpretation goals at the Park.
- d. NPS, County, and all Cooperators will meet semiannually to review the status of the Annual Work Plan and operations at the Park.
- e. Cooperators must apply to the NPS for Special Use Permits for any special events not covered by the Annual Work Plan.

- f. The annual maintenance projects identified in the Annual Work Plan will be guided by Attachment D, the Facilities Management Guidelines, and as supplemented or amended in the future.
 - g. County will make best efforts attend, and will request its Cooperators to attend, NPS quarterly meetings with all GWMP partners to encourage coordination and collaboration across GWMP partners and park sites.
- 4. Maintenance and Utilities
 - a. The County shall fully maintain and repair all buildings used in its operations in general accordance with Attachment D: Facility Management Guidelines, including maintenance of Assigned Lands and Government Improvements, structures, and all necessary housekeeping activities associated with its operations.
 - b. The County is responsible for maintaining utility services and meters, including water, sewer, sanitary sewer, storm collection, telecommunications, electricity, gas, and refuse disposal within the Assigned Lands and Government Improvements, as may be lawfully required by the utility provider or NPS. Should NPS plan infrastructure improvements involving utility services that affect the County, NPS will share such plans with the County so that cost and timing benefits may be coordinated. If the County does so, it shall arrange for, and bear the cost of, restoration or repair of the affected utility service.
- 5. Natural and Cultural Resource Management
 - a. The County is responsible for using its best efforts to protect the Park's natural and cultural resources, including the Park's historic structures, as well as resources associated with the Potomac Gorge viewshed. Natural and cultural resource management projects and activities will be identified within the Annual Work Plan.
 - b. NPS remains responsible for compliance with NEPA and NHPA.
- 6. Law Enforcement
 - a. Until such time as the County has entered into agreements with the United States Park Police for Delegation of Authority, the United States Park Police (USPP) will be responsible for routine and emergency law enforcement for the Park, for First Amendment activities, and for permitted special events, including events provided for under the Annual Work Plan.
 - b. As necessary, the USPP may request assistance from the County Police Department (MCPD) and the MCPD may provide that assistance in accordance with the law.

7. Emergencies and Emergency Repairs

- a. If an emergency exists, the County or Cooperators may take immediate actions that are urgently needed to mitigate harm to life, property, or important natural, cultural, or historic resources. If the County or Cooperator believes there is an emergency, the County or Cooperator should contact the NPS as soon as possible. The NPS is required to document in writing that an emergency occurred and describe the actions taken in response to the emergency.
- b. NPS may require immediate action or stoppage of activity of the County or a Cooperator in emergency situations. NPS will deliver notice of an emergency to the County, which will provide emergency contacts. After notice to Montgomery County, NPS reserves the right to contact Cooperators directly in the case of emergencies. Follow-up actions that are taken in response to an emergency, but that are beyond the scope of actions needed to control immediate harm to life, property, or resources presented by the emergency, are subject to the normal federal compliance and must be coordinated with the NPS.

8. Federal Government Closure

- a. In the event of a federal government closure, the County has the authority to keep the park open for operation, with the understanding that NPS will not be able to offer any operational support during the closure.

9. Rentals and Private Events

- a. The County or Cooperators may allow assigned spaces and facilities to be used for private events, and may charge a fee for such use, under the following conditions:
- b. All program income from the rentals or fees must be reported and directly support the mission and public purpose of the Park
- c. The County or Cooperator must directly operate the reservation system to ensure quality of service and consistency with NPS requirements. The County or designated Cooperator may engage and recommend third parties for any catering or other services on a non-exclusive basis but must make clear that parties are welcome to reserve the area with another caterer or no caterer, with the understanding that not all facilities may be available if a different caterer is used.
- d. The County must offer groups renting space an interpretive program or thematic experience about the Park and its history and encourage groups to visit the Park and enjoy public programs. These interpretive opportunities should be highlighted prominently on site promotional material.

10. Food / Alcohol permits

- a. The use and possession of alcoholic beverages within the Park is allowed in accordance with the provisions of 36 CFR 2.35.
- b. The County shall ensure that all inspections and permits related to the use and sale of alcohol and food service are in place for park facilities and are available for NPS review and inspection.

11. Demonstrations and Special Events by Outside Groups

- a. NPS retains authority to permit third party demonstrations and special events (as opposed to private event rentals) under 36 C.F.R. § 7.96. NPS will work with the County and Cooperators to avoid conflicts with calendared events as best as possible when permitting these third-party demonstrations and events.

12. Parking Lots

- a. The County and the public may use the parking lots daily and for festival and permitted and approved special events. The County shall be responsible for snow removal in both lots.
- b. Visitors to Clara Barton National Historical Site shall be provided exclusive use of the ten (10) parking spots closest to Clara Barton.

13. Fundraising and Philanthropic Support

- a. All fundraising will be compliant with Director's Order-21.
- b. Donor recognition will be in accordance with the GWMP Donor Recognition Plan, attached as Attachment E.
- c. Donations will be vetted and reviewed by County and NPS in accordance with the Donor Review Process, attached as Attachment F.
- d. Specific fundraising plans and activities by the County or its Cooperators will be addressed in the Annual Work Plan or separate capital campaign agreements as necessary.
- e. The County shall ensure that the Park Life Cycle Maintenance Account and the Park Carousel Account are maintained following the terms set forth in Attachment C.
- f. The County is responsible for the reporting and retention of records related to deposits to the Life Cycle Maintenance Account.
- g. The County shall ensure fundraising reporting requirements are met annually.

14. Capital Improvement Planning:

- a. NPS retains oversight and approval of planning, design, and construction of Capital Improvements, major repairs, rehabilitation, or restoration projects prior to work being done. NPS and the County may enter into separate agreements related to partner planning, design and construction of such projects. Contracting and fundraising for Capital Improvements are outside the scope of this Agreement.
- b. The Parties will work together to develop a strategy to address any capital improvements. The NPS process to complete any park improvements includes the development of approved concept plans, completion of NEPA and NHPA processes, National Capital Planning Commission review and approval, prior to implementation of any improvements or modifications.
- c. During strategic planning, new proposals for construction of structures, buildings, and improvements will only be approved in the pool and maintenance area and only if they are consistent with the Park's management plan, mission, and goals.
- d. In order to set out the parties' roles and responsibilities in the process to develop detailed plans and specifications based on the approved concept plan and to construct the improvements in accordance with the approved plans and specifications, the Parties will execute an NPS partner-design and construction agreement, modified appropriately to reflect the fact that the County is a governmental entity.
- e. Capital Improvements will be implemented under separate agreements and will be subject to the availability of funds from the County and NPS. This agreement does not commit any appropriated funds for any Capital Improvements.

15. Inspections

- a. NPS may inspect/audit County or Cooperators' operations or financial records relating to this Agreement and sub-agreements at any time as permitted by law.
- b. County, NPS, and all Cooperators shall, at least once per year, jointly conduct inspections of the Park with the Park's fire inspector and safety officer.
- c. County, NPS, and all Cooperators shall, at least once per year, jointly conduct a formal operations evaluation of the Park.
- d. The NPS will develop a written report documenting any safety, maintenance, or fire deficiencies and provide to the County and Cooperators within 30 days of the inspections.

- e. The County shall, in a timely manner, correct any deficiencies found by the inspections.

16. Commercial Filming

- a. All commercial filming activities taking place within the Park require an NPS permit. Commercial filming means the film, electronic, magnetic, digital, or other recording of a moving image by a person, business, or other entity for a market audience with the intent of generating income. Still photographers require a permit only when:
 - i) The activity takes place at locations where or when members of the public are generally not allowed; or
 - ii) The activity uses models, sets, or props that are not a part of the location's natural or cultural resources or administrative facilities; or
 - iii) NPS would incur additional administrative costs to monitor the activity.

17. NPS Branding and Partnership Recognition

- a. The County will ensure that the NPS logo is visible and recognizable by the public on park signage within and around the Park and on publicity materials produced by the County or Cooperators.
- b. County and Cooperators will ensure their significant public materials acknowledge the Park is a National Park Service site and highlight the NPS partnership with County (and Cooperators as appropriate), such as within the bi-annual course catalog, home page of the Cooperators websites, any fundraising material, and historic and interpretive brochures.
- c. The County and the NPS will work to prepare a plan for overall signage within the Park. The plan may include comprehensive and systematic approach to wayfinding and signage throughout the Park.
- d. New exterior signage of any type must be reviewed and approved by the NPS prior to installation within the Park.

ARTICLE VI – TERM OF AGREEMENT

The Agreement will become effective upon the date of the last signature in Article XIII (Effective Date) and will expire 10 years from that date (Expiration Date), unless terminated earlier per Article XII. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

ARTICLE VII – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. The key officials are:

1. For the NPS:

Awarding Officer (AO):

Andrew Lubner
Agreements Officer
National Park Service
National Capital Region
1100 Ohio Drive, SW
Washington, DC 20242
303 969-2378
andrew_lubner@nps.gov

Agreement Technical Representative (ATR):

Aaron LaRocca
Chief of Staff
National Park Service
George Washington Memorial Parkway
700 George Washington Memorial Parkway
McLean VA, 22101
Aaron_LaRocca@nps.gov
202-438-6619

2. For the County:

Administrating Department

David Dise
Director, Department of General Services
Montgomery County
101 Monroe Street, 9th Floor
Rockville, MD 20850
240-777-6191
david.dise@montgomerycountymd.gov

Regional Services Center

Ken Hartman
Director-Regional Services Center
Montgomery County
4805 Edgemoor Lane
Bethesda, MD 20814
240-777-8206
kenneth.hartman@montgomerycountymd.gov

County Executive Officer

Isiah Leggett
Montgomery County
101 Monroe Street, 2nd Floor
Rockville, MD 20850
isiah.leggett@montgomerycountymd.gov

Chief Administrative Officer

Timothy Firestine
Montgomery County
101 Monroe Street, 2nd Floor
Rockville, MD 20850
timothy.firestine@montgomerycountymd.gov

- B. **Communications.** The County shall address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR.
- C. **Changes in Key Officials.** Neither the NPS nor the County 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 on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VIII – AWARD AND PAYMENT

- A. The County's financial contribution to this agreement consists of its allowable building and site costs and operating expenses. The NPS's contribution consists of

the Assigned Lands and Government Improvements and staff time and support for shared objectives.

- B. At the time of execution of this agreement, no award of funds by the NPS to the County is contemplated. In the event of an award beyond the Assigned Lands and Government Improvements, the commitment of funds in furtherance of this cooperative agreement will be authorized through a modification or individual task agreement issued against this cooperative Agreement. The following documentation will be submitted by the County prior to the issuance of a modification or award of a task agreement: Complete SF 424 form set (Application for Financial Assistance), budget breakdown with narrative, a proposal which includes a work plan/timeline, and complete breakdown of in-kind contributions or matching funds, if applicable. Any funding modifications or task agreement awards are subject to availability of funds.
- C. In order to receive a financial assistance award and to ensure proper processing, the County must maintain its registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this agreement and/or any other financial assistance or procurements documents the County may have with the Federal government.

ARTICLE IX – PRIOR APPROVAL

The County shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

The County shall obtain prior written approval for any third-party agreements, in accordance with Article V(C)(2).

ARTICLE X – INSURANCE AND LIABILITY

- A. Insurance. The parties acknowledge that the County is self-insured.
- B. Cooperators Insurance. The County shall require Cooperators to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.

- C. Insured. The federal government shall be named as an additional insured under any insurance policy that the County or Cooperators purchases.
- D. Indemnification. The County hereby agrees to indemnify the federal government, and NPS from claims and damages caused by any act or omission of the County, its officers, employees, or agents, this obligation shall survive the termination of this Agreement. The County shall require Cooperators to agree to indemnify the federal government and NPS from claims and damages caused by any act or omission of the Cooperators, their officers, employees, or agents.
 - 1. The County shall require the Cooperators to purchase public and employee 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 anyone 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. The County shall provide the NPS with confirmation of such insurance coverage.
 - 2. The County shall provide workers' compensation protection to the County, its officers, employees, and agents, as required by law.
 - 3. The County shall cooperate with NPS in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the County, its agents, and employees.
- E. Flow-down: For the purposes of this clause, "The County" includes such contractors or subcontractors as, in the judgment of the County, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.
- F. Any obligation or liability of the County arising from this Agreement is subject to and contingent upon the appropriation of funds and to the notice and damage caps established by Maryland law.
- G. This Agreement is not intended to create any rights or causes of action in any third parties or to increase the County's liability over and above the caps provided for in the applicable Maryland law.

ARTICLE XI – REPORTS AND/OR DELIVERABLES

- A. Specific projects, tasks or activities, and program income for which Federal Land and Facilities are assigned will be tracked and reported by semi-annual submission of a SF-425 Federal Financial Report (FFR) and annual submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 6/30, 12/31. For the final SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted by the County via email to the NPS AO with a copy to the NPS Agreements Technical Representative.
- B. Specific projects, tasks or activities, for which Federal Land and Facilities are assigned will be tracked and reported by an annual submission of the standard approved OMB property reporting form the SF-429. A final SF-429 shall be submitted at the completion of the Agreement. The following reporting period end date shall be used for annual reports 6/30. For the final SF-429, the reporting period end date shall be the end date of the agreement. Annual reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted by the County via email to the NPS AO with a copy to the NPS Agreements Technical Representative.
- C. These reports shall be submitted by the recipient at least annually when the Federal Government retains interest in property issued to the recipient through the Federal award.
- 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 200.333, as permitted by law.

ARTICLE XII – MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS AO and the authorized representative of the County.
- B. Additional conditions may be imposed by NPS if it is determined that the County is noncompliant with the terms and conditions of this agreement. Remedies for noncompliance can be found in 2 CFR 200.338. If the County objects to the additional conditions, the County may terminate this Agreement.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

ARTICLE XIII – GENERAL AND SPECIAL PROVISIONS

- A. **Subject to Applicable Laws:** This Agreement is subject to all applicable federal laws and regulations, including those applicable to cooperative agreements, and all applicable State and County laws and regulations.
 - 1. **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.
 - 2. **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.

3. **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.
4. **Minority Business Enterprise Development.** Pursuant to 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 the Executive Order.
5. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the assignee.
6. **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.
7. **Agency.** The County is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will it represent itself as such to third parties. NPS employees are not agents of the County and will not act on behalf of the County.

8. **Non-Exclusive Agreement.** This Agreement in no way restricts the County or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
9. **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 shall survive expiration or termination of this Agreement.
10. **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.
11. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
12. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and the County or its representatives. No representative of the County shall perform any function or make any decision properly reserved by law or policy to the Federal government.
13. **No Third-Party Rights.** This Agreement creates enforceable obligations between NPS and the County. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by, or any duties or obligation in favor of, persons or entities not a party to this Agreement.

B. Special Provisions

1. Public Information and Endorsements

- a. The County 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 state or imply governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the County represents. No release of information relating to this award may state or imply that the U.S. Government approves of the County's work products or considers the County's work product to be superior to other products or services.
- b. 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. The County must obtain prior NPS approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- d. The County further agrees to include this provision in a subaward to a Cooperators, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

2. **Intellectual Property.** The NPS shall not use any intellectual property of the County unless the County authorizes such in writing. The County and Cooperators shall not use any intellectual property of the United States of America, including but not limited to logos, trademarks, service marks, brand identifications, images of NPS employees in uniform, taglines, words, names, symbols, or any combination thereof, used to identify the NPS and/or any individual Park(s), unless the NPS authorizes such use in writing. The County and Cooperators shall not acquire any intellectual property in or related to Government Improvements. The County and Cooperators shall comply with all copyright laws.

3. **Retention and Access Requirements for Records.** All County and Cooperators financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337 and Director’s Order 21 and as permitted by law. Records must be available for review or audit upon request by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
4. **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, prohibits the use of text messaging while driving on official business or while using U.S. 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 official government business or when performing any work for or on behalf of the government.
5. **Seat Belt Provision.** The County is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
6. **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
7. **Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**
 - a. This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239).

- b. The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- c. The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203–17 (as referenced in 42 CFR § 3.908–9).

8. Reporting Subawards And Executive Compensation

- a. NPS asserts that this agreement is subject to the Federal Funding Accountability and Transparency Act of 2006 and related guidance. As a governmental organization, the salaries of Montgomery County executives are publicly posted on the County's "Open Montgomery" website at data.montgomerycountymd.gov/browse?category=Human+Resources. Reporting of executive salaries for cooperators shall be as reported on each cooperator's IRS Form 990 for the most recent reporting period.

9. Conflict of Interest

- a. County must establish safeguards to prohibit its employees and Cooperators from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the County or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the County and/or County's employees and Cooperators in the matter.

- b. The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.
- c. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

10. **Minimum Wages Under Executive Order 13658**

- a. NPS asserts that Executive Order 13658 and its implementing regulations and policy apply to this agreement. NPS recognizes that the County is governed by the laws of the state of Maryland and by the Montgomery County Charters. If there is an apparent conflict of law between the Federal law, Maryland law, or the County Charters, the County shall notify NPS of the apparent conflict. If there is a conflict of law, the County will work with NPS to resolve the conflict of law in accordance with Federal law and Maryland law to comply with the terms of the agreement.
- b. *Subcontractor compliance.* The Cooperators shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order 13658 minimum wage requirements insofar as the Executive Order does not conflict with any State, County, or federal law. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages owed to their respective employees. This provision does not create rights in any third-party.
- c. The County shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

ARTICLE XIV – ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement:

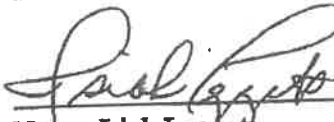
- Attachment A. Land Assignment Map
- Attachment B. Annual Work Plan Template
- Attachment C. Glen Echo Park Investment Account Agreement
- Attachment D. Facilities Management Guidelines
- Attachment E. GWMP Donor Recognition Plan
- Attachment F. Donor Review Process
- Attachment G. SF-424 – Application for Federal Assistance (*Waived \$0 Property Assignment*)
- Attachment H. SF-424A – Budget Information – Non-Construction Programs (*Waived \$0 Property Assignment*)
- Attachment I. SF-424 B – Assurances – Non-Construction Programs (*Waived \$0 Property Assignment*)
- Attachment J. SF-LLL – Disclosure of Lobbying Activities

The Standard Forms (SF) can be downloaded electronically at www.grants.gov or by contacting the NPS Awarding Officer.

ARTICLE XIV – SIGNATURES

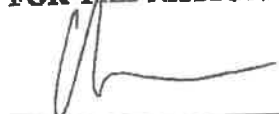
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

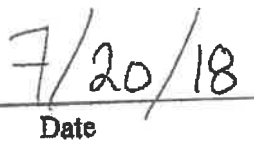
FOR MONTGOMERY COUNTY GOVERNMENT


Name: Isiah Leggett
Title: County Executive


Date

FOR THE NATIONAL PARK SERVICE


Name: Andrew Lubner
Title: Awarding Officer


Date