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Pinelands Interpretation CA/GA
H1846-06-0002
GA1846-06-0001
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**Cooperative Agreement
H1846-06-0002
General Agreement
GA1846-06-0001
among
The United States Department of the Interior, National Park Service
and
The Pinelands Commission**

The New Jersey Department of Environmental Protection, Division of Parks and Forestry

This Agreement is made and entered into by and between the United States of America, acting by and through the United States Department of the Interior, **NATIONAL PARK SERVICE** (hereinafter referred to as the "NPS"); the **PINELANDS COMMISSION** (hereafter referred to as "PC"); and the **NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION** (hereinafter referred to as "DEP"), **DIVISION OF PARKS AND FORESTRY** (hereinafter referred to as "DPF".)

ARTICLE I - BACKGROUND AND OBJECTIVES

The principal objective of this Agreement is for the cooperative development of plans and work to implement the initial development and long-term management strategy for the Pinelands Interpretive Program for the Pinelands National Reserve. The Pinelands Interpretive Program is intended to enhance and encourage protection of natural and cultural resources within the Pinelands National Reserve, while interpreting the Reserve's diverse natural and cultural heritage through a program of interpretation and technical assistance through partnerships. Much of the public land within the Reserve and many of the Pinelands Interpretive Program destinations are sites owned and managed by DPF.

ARTICLE II - AUTHORITY

Whereas, Public Law 95-825, Section 502, of the National Parks and Recreation Act of 1978, as amended by Public Law 100-486, Section 1, created the Pinelands National Reserve and requires the NPS to "study and recommend appropriate initiatives to provide an educational and interpretive program in the Reserve;"

Whereas, Public Law 100-486, Section 1, directed the NPS to produce a plan which considers, "among other things, the improvements of existing facilities and interpretive programs in the Reserve, including the use of existing facilities..." and to recommend "appropriate roles for departments and agencies of the State of New Jersey and the Federal Government in implementing the program;"

Whereas, the PC, the DEP, and the NPS have completed and approved the Pinelands Interpretive Plan;

WHEREAS, the signatories to this agreement will cooperatively develop the plans for and work to ensure the long-term implementation of the Pinelands Interpretive Plan, authorized by Public Law 95-825, Section 502, as amended by Public Law 100-486. The Pinelands Interpretive Program 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 related to the 1.2 million acres that lie within the Pinelands National Reserve;

WHEREAS, pursuant to the Historic Sites Act of 1935 and the National Historic Preservation Act of 1966, the NPS has the authority to enter into cooperative agreements and to provide technical assistance and work cooperatively with governmental entities and non-profit organizations for the preservation of the nation's historic resources;

WHEREAS, pursuant to Public Law 104-208, the NPS may in fiscal year 1997 and thereafter enter into cooperative agreements that involve 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 31 U.S.C. § 6305, 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, 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 Federal procurement regulations.";

WHEREAS, the NPS in administering 16 U.S.C. Sections 461 to 467 is authorized to cooperate with, seek, and accept the assistance of any federal, state, or municipal department or agency, or an educational or scientific institution, or any patriotic association, or any individual;

WHEREAS, many of the Pinelands Interpretive Program destinations are sites owned and operated by the DEP, and the DEP has designated the DPF as the lead agency for dealing with the Pinelands Interpretive Program;

WHEREAS, the Pinelands Interpretive Program's objective is to improve interpretation at Pinelands National Reserve destinations, many of which are under the jurisdiction of the DPF;

WHEREAS, many DPF properties will play an active role in the Pinelands Interpretive Program;

WHEREAS, DPF is an agency of the State of New Jersey responsible for natural and cultural resources management;

WHEREAS, the PC and DEP work cooperatively on the protection and acquisition of land within the Pinelands National Reserve;

WHEREAS, the PC was established in 1979 through the State of New Jersey's Pinelands Protection Act;

WHEREAS the PC was responsible for the development of the Pinelands Comprehensive Management Plan that went into effect on January 16, 1981 and continues to be responsible for the Plan's implementation;

WHEREAS the PC conducts research within the Pinelands National Reserve and develops public programs about the Reserve;

WHEREAS, it is in the mutual interest of the NPS, DEP/DPF, and PC to work together to encourage preservation and interpretation of a variety of natural and cultural sites in New Jersey and to expand the conservation agenda in New Jersey within the Pinelands National Reserve; and

Whereas, it is to the mutual benefit of all parties concerned (NPS, DEP/DPF, and PC) to assure the implementation of the **Pinelands Interpretive Plan**.

NOW, THEREFORE, pursuant to the authorities specified and laws supplemental thereto and amendatory thereof, it is to the mutual benefit of the NPS, DEP/DPF, and the PC to work cooperatively to improve educational opportunities and address preservation issues, it is hereby agreed by and between the parties hereto:

ARTICLE III - STATEMENT OF WORK

The agencies and organizations listed above hereby enter into an agreement to work cooperatively to implement the **Pinelands Interpretive Plan** for the interpretation and visitor use of the Pinelands National Reserve (PNR). The purpose of this agreement is to ensure the coordination of the efforts of these separate organizations in the implementation of the Interpretive Plan. The purpose of the Plan and **Interpretive Program** is to enhance public understanding, awareness, and appreciation of the natural and cultural resources of the Pinelands National Reserve of New Jersey.

Key Elements of the Plan:

The Plan proposes:

A regional approach to interpretation that incorporates local municipalities, counties, state parks, non-profit organizations, educators and educational institutions, businesses, and individual citizens.

- A. **Interpretive facilities** to deliver concentrated interpretive experiences using:
 - ***visitor contact stations** to mark the eastern and western entries in the region.
 - *an **interpretive center** to concentrate interpretation and coordinate regional interpretive and educational programs.
 - * a network of **interpretive resource sites** utilizing existing state park and forest facilities to provide hands-on experiences which complement those at the main center.

- B. **Interpretive exhibits and signage** to define a regional identity using:
 - *free-standing, strategically-place **orientation kiosks** to provide general introductory information about the region.
 - ***wayside exhibits** to mark and explain resources of regional importance.
 - *a comprehensive **sign system** to orient travelers to the region and its communities.

- C. **Printed materials and publications** to disseminate information about regional facilities and programs for interested users.

- D. **Project management** for the short-term action goals and coordination of long term planning will be the NPS office of the Pinelands Interpretive Program (PINE or its successor) with each partner sharing in the action responsibilities.

The interpretive actions described in the **approved Plan** are pieces of the long-term vision for an interpretive program for the Pinelands National Reserve. While they provide guidelines for primary actions, they do not preclude other projects and programs which further the interpretive goals or spirit of the concept plan. Some of these interpretive actions are readily accomplished while others require additional planning and design; therefore, a **short-term and long-term phasing strategy** has been planned to organize the implementation of projects.

Project and Program Phasing

Short-Term Goals (Yrs 1-5)

Visitor Contact Station at Double Trouble State Park
Orientation Kiosks
Wayside Exhibits & Signage: Design & Install
Interpretive Material: Design & Distribute
Technical Assistance & Coordination
Management: Implement Short-Term Structure (Pinelands Interpretive Program)
Advance Planning (**long-term** actions): Interpretive Action Plan

Long-Term Goals (years 5-10)

Interpretive Action Plan (complete)
Visitor Contact Station (western side of region)
Full-service Interpretive Center: Planning, Design
Development
Enhance Satellite Resource Sites: Planning, Design,
Development
State Park Sites
County Facilities
Wayside Exhibits: Finish Installations
Continued Technical Assistance & Coordination
Management: Establish Permanent Structure

The Steering Committee will prepare and adopt a work agenda for the implementation of the approved concept plan.

The Steering Committee

Interagency coordination will be carried out primarily through a Steering Committee, members of which will be appointed by the three cooperators. The Steering Committee will seek funding and other forms of public and private assistance to accomplish current planning efforts, or organize future planning needs and implementation costs of the Plan, and assist in developing a work agenda. The Committee will meet semi-annually (or at other intervals to be established by the Steering Committee) for the duration of the implementation and future planning phases of the Plan.

Under the auspices of the Steering Committee, a Project Team will be formed to accomplish the work, consisting of staff from each of the cooperating organizations and other invited representatives of public agencies, business, and the private sector. The role of the Project Team will be to accomplish the

necessary research, inventory, and analysis; assist in development of interpretive materials; **determine** criteria for **sign and** exhibit location; assist in setting priorities, contacting cooperators, and seeking support of other organizations; etc.

Upon the vote of all members, other organizations may be included **as** members of the Steering Committee.

The signatories that are party to this agreement may designate another staff member to act on the Steering Committee, in the event that their agency's appointee is unable to attend a meeting.

Decisions of the Steering Committee shall be made by majority vote.

Role of the New Jersey Pinelands Commission

The Pinelands Commission agrees to:

- a. Appoint the Executive Director of the Pinelands Commission, or his designee, as its representative to the Steering Committee;
- b. Assign staff to work on the Project Team;
- c. As a member of the Steering Committee, oversee policy and program alternatives;
- d. Provide detailed site inventory and mapping; work with the steering coininittee to inventory interpretive programs and media;
- e. Inventory New Jersey Pinelands educational resources;
- f. Provide a preliminary environmental evaluation for suggested alternatives;
- g. Provide information and support for public involvement;
- h. In addition, the Pinelands Commission will cooperate with other Steering Committee members to seek additional public and private project funding, both to support current planning efforts, future planning needs, and implementation costs of the Plan;
- i. Assist in development of interpretive materials;
- j. Be responsible for handling contacts with local governments within the Pinelands; and
- k. Determine criteria for sign and exhibit locations and assist in setting priorities, contacting cooperators, and seeking support of other organizations.
- l. Coordinate the planning, design, and construction of a regional road sign system.
- m. Contribute information for project documentation.

Role of the State of New Jersey Department of Environmental Protection

The Department of Environmental Protection will:

- a. Appoint the Assistant Commissioner for Natural Resources, or his designee, as its representative to the Steering Committee;
- b. Assign staff to work on the Project Team;
- c. As a member of the Steering Committee, oversee policy and program alternatives;
- d. Conduct an inventory of all state owned recreation and open space land holdings within the Pinelands National Reserve vicinity;
- e. Identify all existing state owned DEP recreation facilities and interpretive opportunities within the Pinelands National Reserve vicinity, and their current condition;
- f. **Identify** potential sites and facilities which can be developed in conjunction with the Pinelands Interpretive Project and work with the Pinelands Commission to list concerns and limitations on any proposed expansion;

- g. Prepare an inventory of current visitor patterns at state facilities and general options for increasing visitor accessibility;
- h. Assist in **development** of interpretive materials;
- i. Identify capital budget requirements and seek funds for development and/or expansion of state owned facilities and work with the Steering Committee to list concerns and limitations on proposed expansions;
- j. Determine criteria for sign and exhibit locations, and assist in setting priorities, contacting cooperators, seeking support of other organizations, and identifying local opportunities (municipal and county) that have been assisted through the Green Acres Program;
- k. Coordinate the work and involvement of other state agencies, including the Department of **Agriculture**, Rutgers University, **Stockton State College**, NJ DOT, the Division of Travel and Tourism, etc.;
- l. Provide information and support for Committee members to seek additional public and private project funding, to support current planning efforts, future planning needs, and implementation costs of the **Plan**.
- m. Contribute information for project documentation.

Role of the National Park Service

The National Park Service will:

- a. Appoint the **Regional Director**, Northeast Region, or designee, to the Steering Committee;
- b. Assign staff to work on the Project Team;
- c. As a member of the Steering Committee, oversee policy and program alternatives;
- d. Act as primary manager of the project team;
- e. Draft and negotiate any necessary cooperative or general **agreements** among the partners;
- f. Work jointly with all cooperators to form the project team;
- g. Develop alternatives jointly with the cooperators;
- h. Complete any written reports;
- i. Work with the **Denver Service Center/Harpers Ferry Center** to secure services and disciplines unavailable elsewhere among the cooperators;
- j. Provide such NEPA compliance as may be required by the work;
- k. Cooperate with other **Steering Committee members** to seek additional public and private project funding, to support current planning efforts, future planning needs, and implementation costs of the **Plan**.
- l. Coordinate the planning, design, and construction of orientation kiosks, wayside exhibits, and other interpretive materials.
- m. Coordinate the design, editing, and printing of an orientation brochure and guide to public facilities.
- n. **Contribute** information for project documentation.

ARTICLE IV - TERM OF AGREEMENT

This Agreement will become effective upon signature of all parties and shall remain in force for five (5) years unless earlier terminated by operation of the terms of this agreement or by agreement of the parties in writing.

ARTICLE V - KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication among the parties and the work being performed. They are:

1. **For the NPS:**

Signatory/Administrative

Mary Bomar, Regional Director
Northeast Region, National Park Service
U.S. Custom House, 5th Floor
200 Chestnut Street
Philadelphia, PA 19106
(215) 597-7013

Linda E. Maiden
Contracting Officer, NER
National Park Service
U.S. Custom House, 3rd Floor
200 Chestnut Street
Philadelphia, PA 19106
(215) 597-0055

*Maiden
215-597-1712*

Local/Coordinating

Philip G. Correll, Project Director
Pinelands Interpretive Program
389 Fortescue Road
P.O. Box 568
Newport, NJ 08345
E-mail: phil_correll@nps.gov
Telephone: (856) 447-0103
Facsimile: (856) 447-0108

2. **For the DEP:**

Signatory/Administrative

John S. Watson, Jr.
Assistant Commissioner for Natural and Cultural Resources
New Jersey Department of Environmental Protection
501 E. State Street
P.O. Box 404
Trenton, NJ 08625
(609) 292-3541

Local/Coordinating

Jose L. Fernandez, Director
New Jersey Department of Environmental Protection
Division of Parks and Forestry
501 East State Street
P.O. Box 404
Trenton, NJ 08625-0404
(609) 292-2733

3. **For the PC:**

Signatory/Administrative

John C. Stokes
Executive Director
The Pinelands Commission
P.O. Box 7
New Lisbon, NJ 08064
(609) 894-7300

- B. **Communications** - The PC and DEP/DPF will address any communication regarding this Agreement to the NPS key official with a copy to the Contracting Officer and to the NPS Local/Coordinating official. **Communications** that relate solely to routine operational matters described in the current work plan may be sent only to the NPS Local/Coordinating official.
- C. **Changes in Key Officials** – The personnel specified above as key officials are considered to be essential to ensure maximum coordination and communication among the parties and the work to be performed hereunder. Any party, on notice to the other parties, may designate another person or persons to act in his/her place in an emergency or otherwise. Neither the NPS nor the PC or DEP/DPF may make any permanent change in a key official without written notice to the other parties 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 VI - AWARD AND PAYMENT

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 the DEP/DPF or PC 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 270 (Request for Advance or Reimbursement) or other format as approved by the Contracting Officer, in an original and one copy.

Advances of actual funds shall be requested by submittal of a Standard Form 270, (Request for Advance or Reimbursement), in an original and one copy.

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 Service travel regulations and the DEP/DPF's or PC's travel regulations up to a specified daily rate. All travel arrangements and reimbursement of the DEP/DPF's or PC's employees must be made by the DEP/DPF or PC, respectively.

Nothing in this Agreement will be construed as binding the NPS to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this Agreement in that fiscal year.

ARTICLE VII - PRIOR APPROVAL

The DEP/DPF or PC will obtain the prior written approval of the NPS for the items specified in 43 CFR §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 VIII - LIABILITY

The DEP/DPF and PC agree:

A. The State of New Jersey shall be responsible for the payment of claims for loss of property, personal injury or death, or otherwise arising out of any negligent act or omission of its employees in connection with the performance of work under this Agreement, solely in

accordance with the provisions of the New Jersey Constitution, NJ Tort Claims Act, NJSA 59:1-1, et seq. and the New Jersey Contractual Liability Act, NJSA 59:13-1, et seq. The United States shall be responsible for the payment of claims for loss of property, personal injury or death, or otherwise arising out of any negligent act or omission of its employees in connection with the performance of work under this Agreement, solely in accordance with the provisions of the Federal Tort Claims Act, 28 U.S.C. § 1346(b), 2671 – 2680.

- B. To provide workers' compensation protection to the DEP/DPF or PC officers, employees, and representatives, respectively.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by the DEP/DPF or PC, its officers, employees, or representatives, respectively.
- D. 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.

ARTICLE IX - REPORTS AND /OR DELIVERABLES

- A. Where to Submit - In accordance with 43 CFR *Part 12*, the DEP/DPF and PC will submit reports to the NPS Contracting Officer at the address specified in Article V. The DEP/DPF and PC also will submit a copy of each report to the NPS Pinelands Interpretive Program Project Director at the address specified in Article V.
- B. What and When to Submit - The DEP/DPF and PC will submit to the NPS the following reports at the specified times:
 - 1. Financial Status Report - An SF-269, Financial Status Report, annually, prior to each anniversary date of this Agreement.
 - 2. Annual Progress Report - **An** annual progress report, beginning 12 months after the effective date of this Agreement, and every 12 months thereafter. Each annual progress report will include:
 - (a) A summary of overall progress on the work plan, including results to date;
 - (b) Any problems or favorable or unusual developments;
 - (c) Other information pertinent to this Agreement.
- C. Record Keeping – The DEP/DPF and PC will keep records concerning this Agreement in accordance with the requirements of Article XII, Paragraph A, General Provisions, and all applicable Office of Management and Budget Circulars.
- D. Access to Records
 - 1. The DEP/DPF and PC will give the NPS and the Comptroller General of the United States, or any authorized representative, access to and the right to examine all records related to this Agreement.

2. The NPS will give the DEP/DPF and PC or any authorized representative the right to examine **any** records related to this Agreement that **otherwise** would be available to the DEP/DPF and PC under the *Freedom of Information Act, 5 U.S.C. §552*.

ARTICLE X - PROPERTY UTILIZATION

- A. **DEP/DPF- or PC-Acquired Equipment** - The DEP/DPF and PC will utilize, manage, and dispose of property funded by this Agreement as specified in 43 *CFR* 912.71 and 12.73. The specific method for disposition of DEP/DPF- or PC-acquired equipment will be agreed to by the DEP/DPF, PC, and the NPS prior to any disposition.
- B. **Property Records** - The DEP/DPF and PC will maintain records of all property acquired and disposed of under this Agreement, take a physical inventory of all remaining property, and reconcile the results of the inventory with the records at least once every two years in accordance with 43 *CFR* §12.72 (d)(2).

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 XI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Any party may **terminate** this Agreement by providing the other parties with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to **try** to resolve their differences.
- C. 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.
- D. 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 XII - GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. **OMB Circulars and Other Regulations** - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:
 - (a) **OMB Circular A-87**, "Cost Principles for State, Local, and Indian Tribal Governments."

- (b) *OMB* Circular A-97, "Provisions for Specialized and Technical Services to State and Local Governments."
 - (c) *OMB* Circular A-102, as codified by 43 CFR *Part* 12, Subpart C, "Uniform Administrative Requirements for Grants-in-Aid to State Governments."
 - (d) *OMB* Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
 - (e) FAR Clause 52.203-12, Paragraphs (a) and (b), "Limitation on Payments to Influence Certain Federal Transactions."
2. Non-Discrimination - All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil *Rights* Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); Title V, Section 504 of the *Rehabilitation* Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. Lobbying Prohibition - 18 *U.S.C.* §1913, Lobbying with Appropriated Moneys - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, 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 Members of Congress on the request of any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any 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.
4. Anti-Deficiency Act - 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.
5. Minority Business Enterprise Development - Executive Order 12432 - It is national policy to award a fair share of contracts to small and minority firms. The 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.

B. Special Provisions

Public Information

(a) **Promotions:** The DEP/DPF and PC 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/DPF or PC represents. No release of information relating to this agreement may state or imply that the Government endorses the DEP/DPF or PC work product as superior to other products or services.

(b) **Federal Disclaimer:** The DEP/DPF and PC 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/DPF or PC must obtain prior approval from the Pinelands Interpretive Program Project 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.

Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties 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.

C. Certifications

The following certification is required in accordance with the above provisions and made a part of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

ARTICLE XIII - ATTACHMENTS

In addition to the attachments previously specified in this Agreement, the following documents, provided by the DEP/DPF and PC, are attached to and made a part of this Agreement:

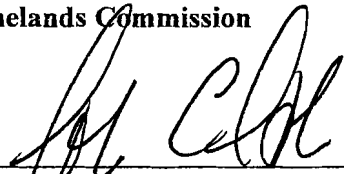
A. Form SF-424A, "Budget Information" (incorporated by reference).

- B. DI-2010.
- C. Standard Form 3881.

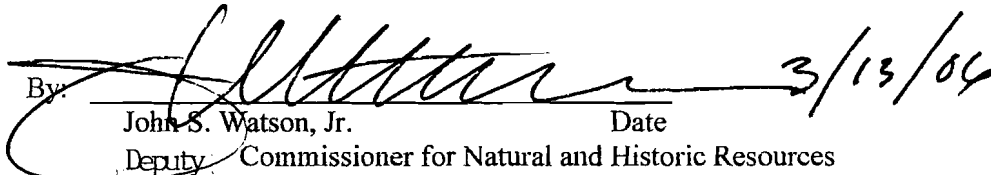
ARTICLE XIV - SIGNATURES

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

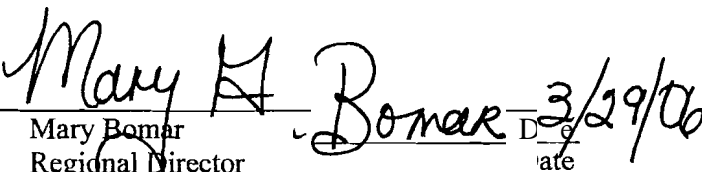
The Pinelands Commission


By:  2/24/06
Date
John C. Stokes
Executive Director
The Pinelands Commission
P.O. Box 7
New Lisbon, NJ 08064
(609) 894-7300

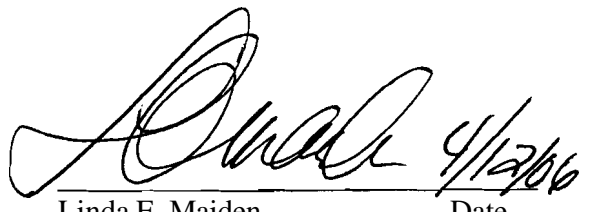
**The State Of New Jersey,
Department of Environmental Protection**

By:  3/13/06
Date
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By:  4/12/06
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Date
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C/Agreements/Master CA Pinelands Reserve FY2006 H1846-06-0002
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