

COOPERATIVE AGREEMENT

between the
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
and the
VERMONT INSTITUTE OF NATURAL SCIENCE

Beginning Date: Date of Execution **Completion Date:** June 2003

Fiscal year 2001 Funding: Not to exceed \$10,000

Fiscal Year 2001 Account Number: #4525-6661-NII

Project Title: Breeding Bird Inventory: Saint-Gaudens National Historic Site

THIS AGREEMENT is made and entered into between the Vermont Institute of Natural Science, hereinafter also called **VINS** and the United States Department of the Interior, National Park Service, hereinafter also **NPS**.

ARTICLE I. BACKGROUND AND OBJECTIVES

WHEREAS, pursuant to 16 U.S.C. Section 1g, the **NPS** may in fiscal year 1999 and thereafter enter into cooperative agreement that involve the transfer of **NPS** appropriated funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out **NPS** programs pursuant to 31 U.S.C. 6305 to carry out public purposes of **NPS** programs; and

WHEREAS, pursuant to 16 U.S.C. Section 1a-2(j), 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 the Federal procurement regulations;" and

WHEREAS, pursuant to Public Law 102-350, the **NPS** (on behalf of the Secretary of the Interior) "may enter into cooperative agreements with such persons or entities as the Secretary determines to be appropriate for the preservation, interpretation, management . . . and providing of educational...uses in the park;" and

WHEREAS, VINS is a private, non-profit, membership organization governed by an elected board of Trustees. Founded in 1972, VINS' mission is to protect state natural heritage through environmental education and research. It's educational programs, whether for children or adults, are directed toward developing an understanding of the human interrelationships with, and dependence upon, the natural world. The research department conducts ecological research, with an emphasis on long-term population monitoring, to guide natural resource planning for the conservation of biological communities.

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

ARTICLE II. STATEMENT OF WORK

In order that NPS managers may have available the best natural resource information, it is envisioned that multiple natural resource monitoring projects may be undertaken between NPS and VINS under this agreement. Currently, there is a need to develop a comprehensive breeding bird inventory database to aid in making decisions regarding the long-term management of the cultural landscape that makes up nearly the entire 148 acre property. Subsequent natural resource inventory projects that would fall under the mission and experience of VINS, would be included as amendments to this agreement.

A. Project Scope of Work

Project Goals and Objectives

The broad goal of this inventory is to provide park managers with comprehensive, science-based information about breeding bird populations that occur within the park boundaries. A particular emphasis of the project will be to compare breeding bird occurrences between different forested habitat types within the park. This will help park staff formulate effective management strategies that will reflect the park's theme of conservation stewardship, and help develop future monitoring goals. The specific goals of the inventory are to:

- 1) Develop baseline data on the composition, distribution, and status of breeding birds within the Saint-Gaudens National Historic Site and adjacent lands, and
- 2) Evaluate species richness and relative abundance across basic habitat types (conifer plantations, mixed forest stands, hardwood stands, wetlands, and open fields).
- 3) Identify ecologically sensitive and/or critical areas (e.g., nest sites of raptors and/or grassland species, etc.) where forest management and/or mowing regimes may be restricted.

To achieve these goals, the inventory will be designed to meet the following basic objectives:

- 1) To document through field investigations the occurrence of at least 90% of the breeding bird species estimated to exist within both parks.

- 2) To describe the distribution and relative abundance of any state and/or federally-listed Endangered and Threatened species, species of Special Concern, and/or exotics occurring within the parks.
- 3) To provide information necessary to develop a general monitoring strategy and design tailored to specific threats and resource issues of the parks, which can be implemented following the inventory.

Methods

Several different methods will be used to inventory birds at Saint-Gaudens NHS, including unlimited distance point counts, audio-playback surveys for diurnal and nocturnal raptors, area searches, and limited nest searching and monitoring. In addition, the *Records of Vermont Birds*, a database of Vermont bird sightings compiled seasonally since 1973 by the Vermont Institute of Natural Science, will be searched for existing relevant records from Saint-Gaudens NHS. Volunteers will be recruited to assist with area searches and other aspects of the inventories.

Point Counts

The main goals of the inventories are to document 90% of the bird species on a presence absence basis by habitat, and collect distribution and abundance data for species of management concern. Therefore, unlimited distance point counts will be used to document most avian species and to establish a baseline from which to detect trends over time. The sampling frame for point count locations will be established in ArcView by overlaying a 250 m grid on top of park boundaries, cover types, and other GIS layers. During winter 2001, these points will then be located in the field using a Trimble GPS unit and marked with flagging and aluminum tree tags or hardwood stakes. Approximately 10 point counts will be established. Each point count will be visited 3 times during the breeding season (mid-May through June) on mornings with favorable weather conditions, and surveyed for 10 minutes, with each count divided into 3, 2, and 5 minute intervals. Surveys will begin within 15 minutes of sunrise and will be completed in less than four hours. Species not detected during point counts, but observed between stations will be recorded for a species list.

Audio-Playback Surveys

Although occasional sightings of owls may occur during point counts, more reliable results are obtained using tape playback surveys to elicit vocal responses from these nocturnal species. Owls will be surveyed at playback stations spaced at approximately 1 km intervals and located along existing roads or trails. Each point will be visited twice at least 30 minutes after sunset; once between March 5 and 15 and once between April 5 and 15. At each point, observers will listen for 3 minutes and then broadcast an audio playback alternating between owl vocalizations and silent listening periods. The taped sequence will be as follows: 20 seconds of Northern Saw-whet Owl calls, a minute of listening, 20 seconds of Eastern Screech Owl calls, a minute of listening, 20 seconds of Barred Owl calls, a minute of listening, 20 seconds of Great Horned Owl calls, a minute of listening. The total observation time at each station will be 8:20 minutes.

Hawks in the genus *Accipiter* will be surveyed with audio-playback at a subset of the point count stations. Each point, located in appropriate forested habitat and spaced at approximately 1 km intervals, will be visited twice during April. At each point the observer will broadcast 10 seconds of Sharp-shinned Hawk calls, followed by a minute of listening, then 10 seconds of Northern Goshawk calls, followed by another minute of listening.

Area Searches

Area searches for species not well surveyed by other methods, particularly hawks and waterfowl, will be conducted in appropriate habitats between April 15 and July 30. Special attention will be paid to locating nests of *Accipiter* species and woodland *Buteos*, as well as documenting waterfowl species breeding in park wetlands. During area searches, efforts will be made to locate and monitor nests of other species as well.

Data Analysis

A variety of techniques will be used to analyze and summarize inventory data. Graphs, tables, histograms, and GIS maps will be used to present data in final reports. The historical and predicted species list compiled in accordance with the criteria set forth in Fancy (2000) and Fancy and Sauer (2000) will be used to determine if the goal of 90% of the predicted species for each park has been reached. Indices of species richness and relative abundance will be determined park-wide and by habitat where appropriate.

Project Personnel

The personnel for this project will include the following:

Principal Investigator: Steve Faccio, Staff Biologist, Vermont Institute of Natural Science
Project Coordinators: Steve Walasewicz, Park Resources Manager, Saint-Gaudens National Historic Site
Field Biologist: To be determined

Project Schedule

2001

1. February 2001 Determine sampling sites and transect locations, hire field biologist
2. March – October 2001 Conduct Year 1 surveys and begin database assembly
3. October – December 2001 Complete data entry and summarize Year 1 results

2002

4. March – October 2002 Conduct Year 2 surveys and database management
5. October – December 2002 Complete data entry and begin analyses of survey data

2003

6. March 2003 Draft Final Report
7. June 2003 Final report

Project Budget

- ◆ One field biologist will be hired at \$15/hour to conduct point count surveys and area searches between mid-May and July each year.
- ◆ The Principal Investigator will conduct the GPS work, audio playback surveys, and assist with area searches at a rate of \$20/hour.

SAGA NHS (2001 and 2002)

Category	Item	Number	Person Days	Cost
Point Counts	GIS analysis to establish sampling frame grid and base maps		2	\$ 320
	GPS work to locate and mark points	Approx. 10	2	\$ 320
	Days to complete study	6 annually	12	\$1,440
Audio-playbacks	Owl Survey	2 annually	2	\$ 320
	Hawk Survey	2 annually	2	\$ 320
Area Searches	Focal species, opportunistic nest searching	10 annually	20	\$2,600
Other	Travel, Vehicle miles @ \$0.325/mile	1,000 miles annually		\$ 650
	Misc. office supplies and equipment (fieldbooks, flagging, recordings, etc)			\$ 500
	TOTAL for SAGA			\$6,470

Summary Budget

Item	Cost
Inventory for SAGA for 2-years	\$ 6,470
Database development, data entry/error checking for both parks for both years	\$ 1,500
Data analysis	\$ 3,500
Report preparation (annual progress reports and final reports for both parks)	\$ 4,000
SUBTOTAL	\$27,730
Institutional overhead costs (8.5%)	\$ 2,357
TOTAL	\$30,087
VINS Share	\$2,087
MABI Share	\$18,000
SAGA Share	\$10,000

VINS Agrees to:

1. Designate Steven D. Faccio as the principle investigator for this project dedicated annually to execution and completion of the project as described above under Article II A: Project Scope of Work.
2. Hire a Field Biologist for the field seasons (2 years), to assist the Principle Investigator and to be supervised by the Principle Investigator for the purposes of carrying out the field sampling and statistical analysis portions of the project.
3. Select and supervise Field Interns and other Volunteers as may be necessary to carry out the field sampling portion of the project.

All products resulting from this survey must follow the National Park Service Inventory and Monitoring Program Product Specifications. The manual containing these specifications will be available to cooperators via the NPS Inventory and Monitoring webpage. Following the completion of this survey, VINS will provide the following to the NPS:

1. Copies of all data recording sheets.
2. Copies of printed and digital raw survey data presented in an MSAccess database.
3. Analyses of species richness and relative abundance at both the park-wide and habitat levels.
4. Final report detailing the methodology, implementation, analyses, and results.
5. ArcView GIS themes and digital databases including:
 - the distribution of all breeding bird species detected during the project
 - the locations of ecologically sensitive and/or critical areas within the park
 - the locations of all sample points, transects, and survey routes.
 - spatial data documentation with metadata conforming to Federal Geographic Data Committee Standards under Executive Order 12906, April 11, 1994.
 - Nonspatial data documentation provided in the Dataset Catalog format
6. Recommendations for a long-term monitoring strategy with adequate statistical power, that will detect changes in species richness and relative abundance over time, and will allow for an assessment of the impacts of forest management on bird populations within the Marsh-Billings-Rockefeller NHP.

The NPS Agrees to:

1. Provide co-leadership for and actively participate in the development of the study plan for this project. NPS team members will be involved in project guidance, project review, and will contribute technical expertise in ornithology and natural resource management.
2. Provide existing anecdotal information on breeding bird distribution, and GIS files of known breeding bird locations within Saint-Gaudens NHS.
3. Provide NPS personnel, as available, to assist in selection of sampling sites and installation of survey equipment.

4. Provide **NPS** vehicle access to remote portions of the park for field work as road conditions allow, subject to the determination of the Superintendent and availability of vehicles. Permission to use **VINS** vehicles or **VINS** staff vehicles on park roads in order to accomplish the objectives of this project may be granted as road conditions allow and **NPS** vehicle availability determines.

ARTICLE III. TERMS OF AGREEMENT

Unless earlier terminated by operation of the terms of this agreement or by agreement of the parties in writing, this Agreement shall remain in force until Jun 30, 2003 from the date of execution thereof.

ARTICLE IV. KEY OFFICIALS

The personnel specified below are considered to be essential to ensure maximum coordination and communication between the parties and the work to be performed hereunder. Either party, on notice to the other party, may designate another person or persons to act in his/her place in an emergency or otherwise. Permanent changes of key personnel must be made in writing to the Contracting Officer.

A. The key official for the **NPS** is:

Dr. Mary Foley
Chief Scientist Boston Office
Boston Support Office
15 State Street
Boston, MA 02109
617-223-5024

B. The key official for **VINS** is:

Steve Faccio
Vermont Institute of Natural Science
27023 Church Hill Road
Woodstock, VT 05091
(802) 457-2779, ext. 123

ARTICLE V. AWARD, PAYMENT & INVOICES

To accomplish the work described in Article II above the **NPS** hereby obligates a total NOT TO EXCEED \$10,000 from Fiscal Year 2001 funds held in Account #4525-6661-NII.

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 both 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 VINS to the contracting officer listed 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 Agreement Administrator, 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: Not Withstanding any other provisions hereof, travel expenses related to any work element will be negotiated and compensated according to current applicable Service travel regulations and VINS's travel regulations up to a specified daily rate. All travel arrangements and reimbursement of VINS's employees must be made by VINS.

ARTICLE VI. PRIOR APPROVAL

Prior to diverting any specified key official to other programs, VINS and/or NPS shall notify the Contracting Officer reasonably in advance and shall submit a justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No substitution will be made without the written consent of the Contracting Officer. Such approval will not be unreasonably withheld.

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

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

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

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

ARTICLE VII. REPORTS AND/OR DELIVERABLES

As the performing organization under this Agreement, VINS shall follow the procedures set forth in OMB Circular A-102 or A-110, as appropriate. Reports shall be submitted to the Agreement Administrator.

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

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

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

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

ARTICLE IX. TERMINATION

While it is the express intent of both parties that the activities described under this agreement continue uninterrupted, this agreement may be terminated or suspended in accordance with the provisions set forth with 43 C.F.R. Part 12 which provides as follows:

Awards to Institutions of Higher Education, Hospitals and Other Non-Profit Organizations may be terminated in whole or in part only if paragraph (1), (2) or (3) of this section applies.

- (1) By the Federal awarding agency, if a recipient materially fails to comply with the terms and conditions of an award.
- (2) By the Federal awarding agency with the consent of the recipient, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- (3) By the recipient upon sending to the Federal awarding agency written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety under either paragraph (a) (1) or (2) of this section.

ARTICLE X. GENERAL AND SPECIAL PROVISIONS

A. GENERAL PROVISIONS

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

- a. OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations"
- and
- b. OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"
- and
- c. MB Circular A-122, "Cost Principles for Nonprofit Organizations".

2. Additional Provisions which apply to all cooperators include:

- a. 43 CFR Part 12 including
 - (1) Applicability of various OMB circulars
 - (2) Administrative requirements
 - (3) Government Debarment and Suspension

(4) Drug-Free Workplace Requirements

(5) Buy American Requirements for Assistance Programs

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

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

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

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

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

a. Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (Attachment A, DI-2010, 3 pages). Note various segments and alternatives: Part A should be prepared by each partner plus Part B by any "Lower Tiered Party" (sub-contractors, sub-consultants, **NOT** employees) to this agreement; Part C, if other than an individual or Part D, if an individual; plus Part E for all agreements which will exceed \$100,000 Federal assistance.

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

B. SPECIAL PROVISIONS

1. Availability of Funding

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

2. Public Information

a. Promotions

VINS 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, Service or Federal Government employee endorsement of a product, service, or position which **VINS** represents. No release of information relating to this agreement may state or imply that the Government endorses **VINS**'s work product as superior to other products or services.

b. Federal Disclaimer

VINS 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

VINS must obtain prior approval from the **NPS** Key Official 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 a request for approval, to the **NPS** key official named in Article IV of this agreement.

d. Publication of Study Results

No party shall 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.

3. Direct Benefit Clause

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

4. Lobbying Prohibition: The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by the Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

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

5. Indemnification

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

6. Insurance and Related Liability

VINS shall be fully responsible for the acts and omissions of its representatives, employees, contractors and subcontractors connected with the performance of this agreement and shall:

a. Procure and maintain during the term of the agreement, insurance or qualified self insurance in amounts not less than as follows:

(1) Workman's Compensation and Employer's Liability Insurance: Compliance with applicable Federal and State worker's compensation and occupational disease statutes shall be required. Employer's liability coverage in the minimum amount of one hundred thousand dollars (\$100,000). Such coverage shall only extend to injuries to VINS employees and not United States of America employees. The United States of America shall insure its own employees for under Federal Workers Compensation laws for injuries arising out of performance of this agreement.

(2) General Liability Insurance: General liability insurance, protecting VINS and its employees, in the minimum amount of one million dollars (\$1,000,000) per person for any one claim and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident.

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

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

7. Consistency with Public Laws

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

8. Volunteers in the Park

Not used in this agreement.

ARTICLE XI. ATTACHMENTS AND APPENDICES

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

1. Attachment A - Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying, DI-2010.
2. Attachment B - Disclosure of Lobbying Activities, SF-LLL and SF-LLL-A.

ARTICLE XII. AUTHORIZING SIGNATURES

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

Vermont Institute of Natural Science

By: _____

Sherman Kent Date
Executive Director
Vermont Institute of Natural Science
27023 Church Hill Road
Woodstock, VT 05091
(802) 457-2779

National Park Service

By: _____

Sam Gardiner Date
Contracting Officer
Boston Support Office
15 State Street
Boston, MA 02129
(617) 223-5037
sam_gardiner@nps.gov