

**APPENDIX B12. COOPERATIVE AGREEMENT**  
**between the**  
**UNITED STATES DEPARTMENT OF THE INTERIOR**  
**NATIONAL PARK SERVICE**  
**and the**  
**MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE**  
**MAINE WARDEN SERVICE**

THIS AGREEMENT is entered into by and between the United States Department of the Interior, National Park Service acting through the Park Manager, Appalachian National Scenic Trail, and the Maine Department of Inland Fisheries and Wildlife, Maine Warden Service, acting through the Chief Warden, Maine Warden Service.

Article I. BACKGROUND and OBJECTIVES

WHEREAS, the Act of August 25, 1916, Stat. 535, and amendments thereto (16 U.S.C. § 1 et seq.) declare that the National Park Service shall promote and regulate the use of the Federal areas known as national parks, monuments, and reservations by such means and measures as conform to the fundamental purpose of the parks, monuments, and reservations, which purpose is to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations; and

WHEREAS, pursuant to 16 U.S.C. § 1(g), the National Park Service may in fiscal year 1997 and thereafter to enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to State, local and tribal governments, other public entities, educational institutions, and private non-profit organizations for the public purpose of carrying out National Park Service programs pursuant to 31 U.S.C § 6305 to carry out public purposes of National Park Service programs; and

WHEREAS, pursuant to 16 U.S.C. § 1244, the Appalachian National Scenic Trail is a unit of the National Park System having been established in 1968 by the Congress of the United States; and

WHEREAS, the Secretary of the Interior is authorized pursuant to 16 U.S.C. § (h)(1) when deemed to be in the public interest to enter into cooperative agreements with States, private organizations, or individuals to operate, develop, or maintain any portion of a national recreational, scenic or historic trail, within or without a federally administered area; and

WHEREAS, the Maine Warden Service is the state agency responsible for search and rescue within the State of Maine; and

WHEREAS, the National Park Service and the Maine Warden Service are mutually interested in, and desire to cooperate in providing emergency services, including search and rescue, to users of the Appalachian National Scenic Trail; and

WHEREAS, it appears advantageous to both parties to enter an agreement in order to facilitate emergency services;

Now therefore, pursuant to the authority of the Public Law 104-208, 110 Stat 3009 and in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

Article II. STATEMENTS OF WORK

- A. The Maine Warden Service agrees to:
  - 1. Provide search and rescue services on National Park Service-managed Appalachian National Scenic Trail lands located in the State of Maine.
  - 2. Provide the Appalachian Trail Park Office with annual reports of search and rescue incidents that occur on National Park Service-managed Appalachian National Scenic Trail lands located in the State of Maine.
  
- B. The National Park Service agrees to:
  - 1. Provide the Maine Warden Service with information on Appalachian National Scenic Trail resources necessary for effective response to search and rescue incidents.
  - 2. Provide up to \$5,000.00 in annual funding for the Maine Warden Service for its search and rescue response to National Park Service-managed Appalachian National Scenic Trail lands located in the State of Maine.

Article III. TERMS OF AGREEMENT

- A. Unless earlier terminated by operation of the terms of this agreement or by agreement of the parties in writing, this Agreement shall remain in force for five (5) years from the date of execution.

Article IV. KEY OFFICIALS

- A. The key official for the National Park Service is:
  - Pamela Underhill
  - Park Manager
  - Appalachian National Scenic Trail
  - Harpers Ferry Center
  - Harpers Ferry, West Virginia 25425
  - (304) 535-6278

B. The key official for the Maine Warden Service is:

Timothy Peabody  
Chief Warden  
Maine Warden Service  
284 State Street  
41 State House Station  
Augusta, Maine 04333-0041  
(207) 287-2766

Article V. AWARD, PAYMENT & INVOICES

[Omitted]

ARTICLE VI. PRIOR APPROVAL

Prior to diverting any specified key official to other programs, the Maine Warden Service and/or National Park Service 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.

[Remainder of Article VI omitted]

ARTICLE VII. REPORTS AND/OR DELIVERABLES

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

Performance Reports: The Maine Warden Service shall submit an annual performance report. A final performance report shall be submitted 90 days after the expiration or termination of the agreement.

Financial Reports: [Omitted]

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition shall be in accordance with OMB Circular A-102 or A-110, as appropriate. It is not anticipated that the National Park Service will provide equipment as the result of this agreement.

ARTICLE IX. TERMINATION [Omitted]

ARTICLE X. GENERAL AND SPECIAL PROVISIONS

A. GENERAL PROVISIONS [Omitted. Federal boilerplate.]

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 [Omitted]

b. Federal Disclaimer [Omitted]

c. Public Information Release

Maine Warden Service must obtain prior approval from the National Park Service Key Official for any public information releases which refer to the Department of the Interior, the National Park Service, 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 person designated as the key official for the NPS in Article IV of this agreement.

d. Publication of Study Results [Omitted]

3. Direct Benefit Clause [Omitted]

4. Lobbying Prohibition [Omitted]

5. Insurance and Related Liability [Omitted]

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.

ARTICLE XI. ATTACHMENTS AND APPENDICES [Omitted]

ARTICLE XII. AUTHORIZING SIGNATURES

[This agreement was signed in 2001 and expired on 8/2/2006. The NPS says that a new Cooperative Agreement was signed in 2007 and runs through 2012. ]