Donation Agreement
Between the
National Park Service, United States Department of the Interior
and the
State of Arizona

This agreement (hereinafter “Agreement”) is entered into by and between the National Park Service (hereinafter “NPS”), an agency of the United States Department of the Interior, acting through its Director, and the State of Arizona (hereinafter “State”), acting through its Governor. This Agreement sets forth the terms and conditions under which the State may donate funds to the NPS, and under which the NPS may accept those donated funds, in order to enable the NPS to reopen and temporarily operate and manage Grand Canyon National Park (hereinafter “GRCA”) during the period when funds appropriated by the United States Congress for the operation of the National Park System are not available (hereinafter the “shutdown period”). Throughout this Agreement the NPS and the State may be referred to jointly as “the parties.”

Article I - Background

Whereas, GRCA is located entirely in the State, encompasses approximately 1.2 million acres, and annually attracts more than 4 million visitors;

Whereas, the visitors to GRCA, through their economic activity, play a vital role in the economies and well-being of the towns and cities located near GRCA;

Whereas, the federal Anti-Deficiency Act, 31 U.S.C. § 1341, prohibits federal employees from making or authorizing an expenditure or obligation exceeding an amount available in an appropriation or fund for the expenditure or obligation or involving the federal government in a contract or obligation for the payment of money before an appropriation is made unless authorized by law;

Whereas, as a result of a lapse in funds appropriated by the United States Congress for the operation of the National Park System, GRCA was closed to public use and visitation effective at 12:01 a.m. EDT on October 1, 2013;

Whereas, absent alternative funding, GRCA will remain closed until Congress appropriates funds for the operation of the National Park System and the shutdown period ends;

Whereas, the NPS’s cadre of trained professional personnel is uniquely qualified to operate and manage the natural and cultural resources and visitor-use facilities in GRCA;
Whereas, the State desires to donate funds to the NPS for the sole purpose of enabling the NPS to reopen GRCA to public use and visitation and to operate and manage GRCA during part or all of the shutdown period;

Whereas, 16 U.S.C. § 6 authorizes the Secretary of the Interior, in her administration of the NPS, to accept moneys which may be donated for the purposes of the National Park System;

Whereas, the NPS desires to accept the State’s donation of funds on the terms and conditions described in this Agreement;

Now, therefore, the parties agree as follows:

Article II - Statement of Agreement

A. The State agrees as follows:

1. For the sole purpose of enabling the NPS to reopen GRCA to public use and visitation, the State will donate to the NPS, for each day that GRCA is open to public use and visitation during the shutdown period, the amount of money listed in Exhibit A, which is $93,000. The amount of money listed in Exhibit A includes all normal costs of operating and managing GRCA, calculated on a per-day basis, including direct and indirect personnel costs. The NPS will operate and manage GRCA in accordance with its standard operating procedures.

2. The State will accomplish the donation through an electronic funds transfer to the United States Treasury donation account as provided by the NPS. The State understands and agrees that, in order to avoid a violation of the federal Anti-Deficiency Act, the money must be transferred and deposited before the NPS may reopen GRCA.

3. The State initially intends to donate to the NPS enough money to reopen, operate, and manage GRCA for a period of 7 days beginning at 12:01 a.m., on October 12, 2013, and ending at 11:59 p.m. on October 18, 2013. The amount required to reopen, operate, and manage GRCA for those 7 days is $651,000.

4. If the State desires to donate additional amounts to keep GRCA open beyond 11:59 p.m. on October 18, 2013, then the State will transfer additional amounts to the NPS through subsequent electronic funds transfers. The parties understand and agree that because of the costs of mobilizing and demobilizing NPS personnel, the NPS will accept, at a minimum, a donation sufficient to operate and manage GRCA for two calendar days, i.e., $186,000.

5. Because the shutdown of any park takes two days, the NPS will commence park shutdown unless the State maintains a two-day balance in the donation account at all times.

B. The NPS agrees as follows:

1. Upon verification that State-donated funds have been deposited in the appropriate United States Treasury account, the NPS will promptly reopen GRCA and will
operate and manage it in accordance with the NPS's standard operating procedures until the donated funds are depleted or until the United States Congress has appropriated funds for the operation of the National Park System, whichever comes first. The parties understand and agree that if the State-donated funds are depleted before Congress appropriates funds for the operation of the National Park System, then the NPS must and will immediately close GRCA to public use and visitation.

2. The NPS will not obligate or expend any State-donated funds for any purpose other than reopening, operating, and managing GRCA. More particularly, the NPS will not obligate or expend any State-donated funds for capital improvements to federally owned or operated facilities or for other-than-routine maintenance of those facilities.

C. The parties further agree as follows:

1. If the United States Congress appropriates funds for the operation of the National Park System before the funds donated to the NPS by the State are fully obligated, then the NPS will refund to the State the unobligated balance of the State-donated funds. Unless the United States Congress appropriates funds and expressly directs the NPS to reimburse the State for State-donated funds previously obligated or expended by the NPS, the NPS will not reimburse the State for such previously obligated or expended funds.

2. Notwithstanding the execution of this Agreement, the State has no obligation to donate any funds to the NPS.

3. The parties' representatives who are signing this Agreement warrant that they have full authority to bind their respective parties to the terms and conditions of this Agreement.

Article III - Term of Agreement

This agreement will be effective on the date of final signature and will continue in effect for 30 days thereafter or until terminated in accordance with article VIII below, whichever comes first.

Article IV - Designated Representatives

All notices and other written communications regarding this agreement will be sent via email and first-class mail to the following designated representatives of the parties:

For the NPS:
Jonathan B. Jarvis, Director
National Park Service
United States Department of the Interior
Room 3112
1849 C Street, NW
Washington, DC 20240
Telephone: (202) 208-4621
Telefax: (202) 208-7889
Article V - Prior Approval

Not applicable.

Article VI - Reports

Not applicable.

Article VII - Property Utilization

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party.

Article VIII - Modification and Termination

This agreement may be modified only by a written instrument executed by the parties.

Either party may terminate this agreement by providing the other party with 24 hours' advance written notice of its intention to do so. If either party provides the other party with notice of its intention to terminate, then the parties' representatives will communicate promptly to discuss the reasons for the notice and to try to resolve their differences amicably.

Article IX - Standard Clauses

A. Civil Rights

During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

B. Officials Not to Benefit
No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

C. No Third-Party Beneficiaries

Nothing in this agreement is intended to grant any rights or provide any benefits to any third party.

D. Compliance with Applicable Laws

This Agreement and performance hereunder is subject to all applicable laws, regulations, and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of GRCA under such applicable laws, regulations, and policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose or intent of any Act of Congress.

E. Merger

This Agreement, including its attachments, is the sole and entire agreement of the parties.

F. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or PDF/email) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

Article X - Authorizing Signatures

In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated, thereby executing this agreement.

For the National Park Service:

[Signature]

Name (signature)

Director, National Park Service

Title

Date

10/1/2013
For the State of Arizona:

Janice K. Brewer

Name (signature)

Governor, State of Arizona

Title

October 11, 2013

Date