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United States Senate

COMMITTEE ON APPROPRIATIONS
WASHINGTON, DC 20510-6025
<http://appropriations.senate.gov>

June 18, 2019

The Honorable David Bernhardt
Secretary
U.S. Department of the Interior
1849 C Street, N.W.
Washington D.C. 20240

Dear Secretary Bernhardt:

We write to follow up on a recent exchange from the Subcommittee on the Interior, Environment, and Related Agencies' fiscal year 2020 budget hearing for the U.S. Department of the Interior (Department) regarding the President's participation in the upcoming Fourth of July celebration in Washington, D.C.

We are deeply troubled that the President's involvement at the event will turn the longstanding, non-partisan celebration into a *de facto* campaign rally conducted at taxpayer expense that will serve to further divide rather than unify the nation. We are also concerned that the decision to expand the event to include a potential Presidential address will require the National Park Service to divert resources from other priorities of the National Mall or other national park system units at a time when it is facing significant budgetary pressures to address its \$12 billion deferred maintenance backlog and accommodate record-setting visitation.

During the hearing, you committed to be fully transparent regarding the details of the event and pledged that you would review event details personally to ensure compliance with appropriations law, including Sections 716 and 718 of the Financial Services and General Government Appropriations Act (P.L. 116-6) which preclude the use of taxpayer funds by Federal agencies and contractors for publicity or propaganda purposes. The U.S. Government Accountability Office notes that these provisions specifically prohibit the use of appropriations for: (1) covert propaganda; (2) purely partisan activities; and (3) self-aggrandizing activities.¹

In light of these assurances and the announcement on June 5, 2019, that the President plans to speak from the Lincoln Memorial as part of the event, as well as subsequent media reports about potential logistics, we respectfully request that you respond to the following questions by no later than June 28, 2019:

1. What is the nature of the expected event (i.e., presidential address, concert, other performances, etc.)? Will the event be open to the public through a general admission process, or will it be ticketed?

¹ U.S. Gov. Accountability Office, GAO B-304228, Dept. of Ed.: "Department of Education--No Child Left Behind Act Video News Release and Media Analysis (2005), available at <https://www.gao.gov/decisions/appro/304228.htm>

The Honorable David Bernhardt

June 18, 2019

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2. What entity is charged with the lead planning, organizing, coordinating, and execution responsibilities for the event? Who at the Department is in charge of planning, organizing, coordinating and executing the Department's responsibilities?
3. What impacts will the Presidential address and/or any additional events have on public access to the National Mall, including transportation and road closures, on the Fourth of July? How and when will these expected impacts be communicated to the public?
4. In Fiscal Year 2019, Congress has provided more than \$6 million in funding through Public Law 115-245 and Public Law 116-6 to continue the longstanding Capitol Concerts series, including the planned Fourth of July concert at the U.S. Capitol, which is partially funded by the National Park Service. Will the proposed Presidential event in any way impact the timing, logistics or program for the Capitol Concerts event? Please specify what, if any, changes are anticipated.
5. Will the addition of the additional July Fourth event with the President have any impact on any other previously scheduled events or permits issued for the National Mall? If so, please describe potential impacts.
6. What is the estimated total cost to the Department to plan and execute an expanded Fourth of July event on the National Mall? Please include costs borne directly by the Department as well as by contractors, including security and production costs.
7. How does the anticipated cost for the 2019 Fourth of July celebration compare with costs borne by the Department for the 2017 and 2018 celebrations? Please provide total costs for both of these previous fiscal years.
8. Does the Department expect to accept, use or recognize financial donations or other in-kind contributions from corporate sponsors or other non-Federal entities to help defray costs for the 2019 event? If so, please provide details.
9. *The Washington Post* reported on July 12, 2019, that Administration officials are considering adding a second fireworks display to the celebration in addition to expanding the existing fireworks display.² What is the estimated total cost that the National Park Service expects to spend on fireworks for the 2019 Fourth of July celebration, and how does that amount compare with costs for the 2017 and 2018 celebrations?

² Michael E. Ruane, *A Second Fourth of July Fireworks Display Could be Headed to the Mall*, *The Washington Post* (June 12, 2019), available at https://www.washingtonpost.com/local/a-second-fourth-of-july-fireworks-show-could-be-headed-to-the-mall/2019/06/12/7423b152-8d19-11e9-adf3-f70f78c156e8_story.html?utm_term=.4c371aeaf799

10. If there are any ticketed components, who will distribute the tickets? How will they be distributed, and who will assume the costs of managing the ticketing distribution system?
11. What is the role of other Federal agencies in planning and executing the event? Will other agencies participate as part of the expected program (i.e., color guards, military bands, etc.)?
12. What are the estimated costs to plan and execute the event to other Federal, State and local agencies, including the District of Columbia government? Who will pay for these costs, and how do they compare to the previous two fiscal years?
13. How will the National Park Service pay for expanded Fourth of July celebrations in fiscal year 2019, given that no additional funds were sought as part of your budget request or provided by Congress? Will the event require the reduction of any other services or programs at national park system units, including the National Mall and Memorial Parks? If so, what services or programs will be affected?
14. What specific steps have you or other officials at the Department taken to ensure that all facets of the proposed event are non-partisan in nature and comply with restrictions on the use of Federal funds for publicity and propaganda purposes as noted above, as well as other restrictions on political activity such as the Hatch Act (5 U.S.C. § 7321 et. seq.)? What communications, if any, have you or other officials at the Department had with the White House and other Federal agencies to ensure that all aspects of the event comply with these requirements?

In conclusion, we believe that it is critical that your Department is taking the necessary steps to carefully manage taxpayer funds and to ensure that the Fourth of July celebration on the National Mall remains a non-partisan event focused on national unity and pride. If you have any questions, please contact us at (202) 224-7363. We look forward to the receiving a prompt response from you on these important questions.

Sincerely,



Tom Udall
Ranking Member
Subcommittee on the Interior,
Environment, and Related
Agencies



Patrick Leahy
Vice Chairman
Committee on Appropriations



Chris Van Hollen
Member
Subcommittee on the Interior,
Environment, and Related
Agencies



THE SECRETARY OF THE INTERIOR
WASHINGTON

JUL 12 2019

The Honorable Tom Udall
Ranking Member
Subcommittee on the Interior, Environment, and Related Agencies
United States Senate
Washington, DC 20510

Dear Senator Udall:

I am in receipt of your June 18, 2019 correspondence, cosigned by Senators Leahy and Van Hollen, concerning the annual Independence Day celebration on the National Mall. For more than half a century, the National Park Service has been at the heart of the Independence Day festivities on the National Mall. Independence Day is identified as a “national celebration event” under the National Park Service’s special regulations for the National Capital Region, and for good reason.

Two hundred and forty-three years ago, the Continental Congress voted to declare our independence from Great Britain. At that time, John Adams wrote to his wife that it “... will be celebrated, by succeeding Generations, as the great anniversary Festival...” and that the celebration “ought to be solemnized with Pomp and Parade, with Shews, Games, Sports, Guns, Bells, Bonfires and Illuminations from one End of this Continent to the other from this Time forward forever more.” That legacy lives on, as we celebrate American Independence among the monuments and the memorials to the service men and women who have defended the United States.

The National Park Service is the lead agency for the Independence Day celebration, and works to ensure appropriate services for visitors celebrating the Fourth of July on the National Mall. This year, in addition to the National Independence Day Parade, the Capitol Fourth Concert, and the fireworks display, the celebration was expanded to include the *Salute to America*. President Trump noted at the event that “[o]ur Nation has always honored the heroes who serve our communities. The firefighters, first responders, police, sheriffs, ICE, border patrol, and all of the brave men and women of law enforcement. On this July 4th, we pay special tribute to the military service members who laid down their lives for our Nation.”

Honoring our military on the Fourth of July is also a bipartisan tradition. In 1987, President Ronald Reagan, speaking at the steps of the Jefferson Memorial, announced a “Star Spangled Salute to America.” Similarly, after the success of Operation Desert Storm and Desert Shield, we celebrated our country, and the men and women who wear its uniform, with a parade, flyovers, and fireworks at the National Victory Celebration in 1991. And in his 2016 remarks on Independence Day, President Barack Obama recognized that “...our freedoms are dependent on an incredible group of men and women in uniform and their families who look out for us every single day.”

Presidents Reagan, H.W. Bush, Clinton, W. Bush, and Obama, as well as Nixon, Truman, Roosevelt, and Adams, are just a few of our leaders who have heralded the men and women in uniform and their families who keep us safe every day on the Fourth of July.

This year's *Salute to America* honored the enduring heroism and endless sacrifices that our men and women in uniform and their families make to keep America the land of the free and home of the brave. The President of the United States, as Commander-in-Chief, honored each of the Nation's five service branches saying, "[t]oday, we come together as ONE NATION with this very special *Salute to America*. We celebrate our history, our people, and the heroes who proudly defend our flag—the brave men and women of the United States Military!"

This expanded celebration not only included music, military demonstrations, and flyovers, it also expanded public access to the places we manage. For the first time in recent memory we opened the Lincoln Memorial Reflecting Pool, Constitution Gardens, and the World War II Memorial to the public on July 4th. Opening these central locations allowed the public to more meaningfully enjoy the National Mall and the Independence Day celebrations. These areas had been closed in the past due to the previous fireworks safety zone. Instead, we designated West Potomac Park and the area behind the Lincoln Memorial as the 2019 fireworks fallout zone. We also enhanced our fireworks display with a combination of the NPS-contracted Garden State Fireworks and with a donation of fireworks by Phantom Fireworks and Fireworks by Grucci.

Regarding the production of the *Salute to America*, the White House and the National Park Service entered into a Memorandum of Agreement delineating the roles and responsibilities of each party in regards to the planning of, preparation for, and execution of the *Salute to America* event. I am enclosing a copy of that document for your review. I believe it will answer many of the questions that you have. For example, while it should be clear to all who attended or viewed the event and heard the President's remarks that evening that this was not a partisan event, I want to highlight language in this document that makes clear that "under no circumstances shall any communications relating to this event include partisan political activity." The agreement also made clear that all laws would be complied with, including the Hatch Act of 1939. These requirements were applicable to both the National Park Service and the White House with respect to this event.

In response to your questions related to cost, the National Park Service annually budgets, and Congress has appropriated funding to be used for the Independence Day celebration.

For this year's event, the National Park Service used funds from the Operation of the National Park System, Centennial Challenge (discretionary), and Recreation Fees Accounts to provide personnel, emergency medical services, fireworks display, fencing/barricades, tents, toilets, and supplies, among other things, to visitors to the National Mall. This year, the National Park Service was also able to match the significant asset donation of fireworks by Phantom Fireworks and Fireworks by Grucci with funds from the NPS Centennial Challenge discretionary appropriation to support its costs related to the expanded fireworks display.

In addition, Congress specifically earmarked appropriated funds for the Capitol Fourth Concert, which is staged directly on the U.S. Capitol grounds. In fact, Congress provided more than \$7 million (including a \$900,000 increase over prior years) in taxpayer funding through Public Law 115-245 (Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019) and Public Law 116-6 (Consolidated Appropriations Act, 2019) to continue the Capitol Concerts series, including the planned Fourth of July concert at the U.S. Capitol. The funds appropriated to the Department of Defense were obligated to the National Park Service via inter-agency agreement, combined with the funds appropriated to the National Park

Service, and then obligated to Capital Concerts, Inc. and the National Symphony Orchestra Association via cooperative agreement.

The costs associated with these programs are displayed in the tables below. Note that where the cooperative agreements do not specifically display costs for the National Park Service or the Department of Defense, the agencies' shares were estimated as a percent of the total.

National Park Service Firework Display and Operations

	FY 2017	FY 2018	FY 2019 (estimated)
NPS Event Operations / Firework Show*	\$1,241,462	\$1,250,754	\$1,604,000
Total	\$1,241,462	\$1,250,754	\$1,604,000

**Funding from the NPS Operations Account and the NPS Centennial Challenge Account*

A Capitol Fourth at the U.S. Capitol

	FY 2017	FY 2018	FY 2019 (estimated)
National Symphony Orchestra- Appropriations*	\$176,762	\$177,378	\$178,210
Capital Concerts, Inc. - Appropriations*	\$308,794	\$308,394	\$323,000
Capital Concerts - Appropriations**	\$2,784,564	\$2,780,224	\$3,389,089
Total	\$3,270,120	\$3,265,996	\$3,890,299

**Funding provided from National Capital Area Performing Arts Program, NPS Operations Account*

***Funding provided through the Department of Defense Appropriations*

Memorial Day Concert at the U.S. Capitol

	FY 2017	FY 2018	FY 2019 (estimated)
National Symphony Orchestra – Appropriations*	\$176,762	\$177,378	\$178,210
Capital Concerts, Inc. - Appropriations*	\$274,539	\$277,001	\$265,442
Capital Concerts, Inc. - Appropriations**	\$2,475,000	\$2,497,931	\$2,784,728
Total	\$2,926,301	\$2,952,310	\$3,228,380

**Funding provided from National Capital Area Performing Arts Program, NPS Operations Account*

***Funding provided through the Department of Defense Appropriations*

Labor Day Concert at the U.S. Capitol

	FY 2017	FY 2018	FY 2019 (estimated)
National Symphony Orchestra – Appropriations*	\$88,381	\$88,689	\$89,105
National Symphony Orchestra – Appropriations***	\$4,500	\$4,500	\$4,500
Total	\$92,881	\$93,189	\$93,605

*Funding provided from National Capital Area Performing Arts Program, NPS Operations Account

***Funding provided from National Mall and Memorial Parks, NPA Operations Account

Administrative and Indirect Costs for Independence Day, Memorial Day, and Labor Day Concerts at the U.S. Capitol

	FY 2017	FY 2018	FY 2019 (estimated)
National Symphony Orchestra - Appropriations*	\$82,095	\$80,555	\$78,475
Capital Concerts, Inc. – Appropriations*	\$26,667	\$24,605	\$21,558
Capital Concerts, Inc. – Appropriations**	\$240,436	\$221,845	\$226,183
Total	\$349,198	\$327,005	\$326,216

*Funding provided from National Capital Area Performing Arts Program, NPS Operations Account

**Funding provided through the Department of Defense Appropriations

Salute to America at Lincoln Memorial

	FY 2017	FY 2018	FY 2019 (estimated)
NPS Recreation Fees*	n/a	n/a	\$2,450,000
Total	n/a	n/a	\$2,450,000

*Federal Lands Recreation Enhancement Act (FLREA) funds

As noted above, the National Park Service used moneys collected under the Federal Lands Recreation Enhancement Act (FLREA) to ensure that appropriate visitor services and facility enhancements were provided for the expanded Independence Day celebration. It is worth noting that the amount of FLREA funds expended for this year's Fourth of July celebration are significantly less than the amounts that Congress appropriated for the concerts at the U.S. Capitol.

With respect to the use of FLREA funds, based on the statutory text of FLREA and generally understood principles of statutory interpretation, the Department of the Interior is clearly within the bounds of its authority in taking these actions.

The use of FLREA funds for this type of event is also consistent with past practice. In accordance with law, FLREA funds have long been used by the National Park Service for celebratory events to enhance the visitor experience and to provide critical safety when there is a temporary influx of people. For example, the National Park Service used over \$500,000 in FLREA funds for the Abraham Lincoln Bicentennial Commencement and the related 2009 Lincoln Memorial re-dedication event on the National Mall. Similarly, in 2013, the National Park Service celebrated the 50th Anniversary of the March on Washington with almost \$500,000 in FLREA funds to support the event, which included executive branch officials, members of Congress, and celebrities. And, in 2016 alone, the National Park Service used over \$3.4 million of FLREA funds to celebrate its own 100th anniversary, spending \$800,000 on its August 2016 celebratory event on the National Mall.

I had previously transmitted to you copies of the Fiscal Year (FY) 2017 and 2018 National Park Service projects funded with FLREA funds. For your convenience, I am enclosing copies of documents listing such projects for FY 2014 through FY2018. A review of these documents will provide you with additional information on how FLREA funds have been used by the National Park Service for a wide range of such public events that enhance the visitor experience.

Finally, it is important to reiterate that our great Nation's birth and the men and women who defend it have always been celebrated by all. This year the Independence Day celebration on the National Mall was enjoyed by visitors to the National Mall and millions of viewers at home. While some have attempted to cast this celebratory evening as partisan political activity, it is clear from the event itself, the President's remarks that evening, and the plain language of the Memorandum of Agreement that this was not a partisan event.

Similar responses are being sent to the co-signers of your letter.

Sincerely,



Secretary of the Interior

Enclosures

cc: The Honorable Lisa Murkowski
Chairman, Subcommittee on the Interior, Environment, and Related Agencies

The Honorable Lisa Murkowski
Chairman, Committee on Energy and Natural Resources

The Honorable Joe Manchin
Ranking Member, Committee on Energy and Natural Resources

ENCLOSURE

Examples of Events Paid/Partially Paid for by Recreation Fees

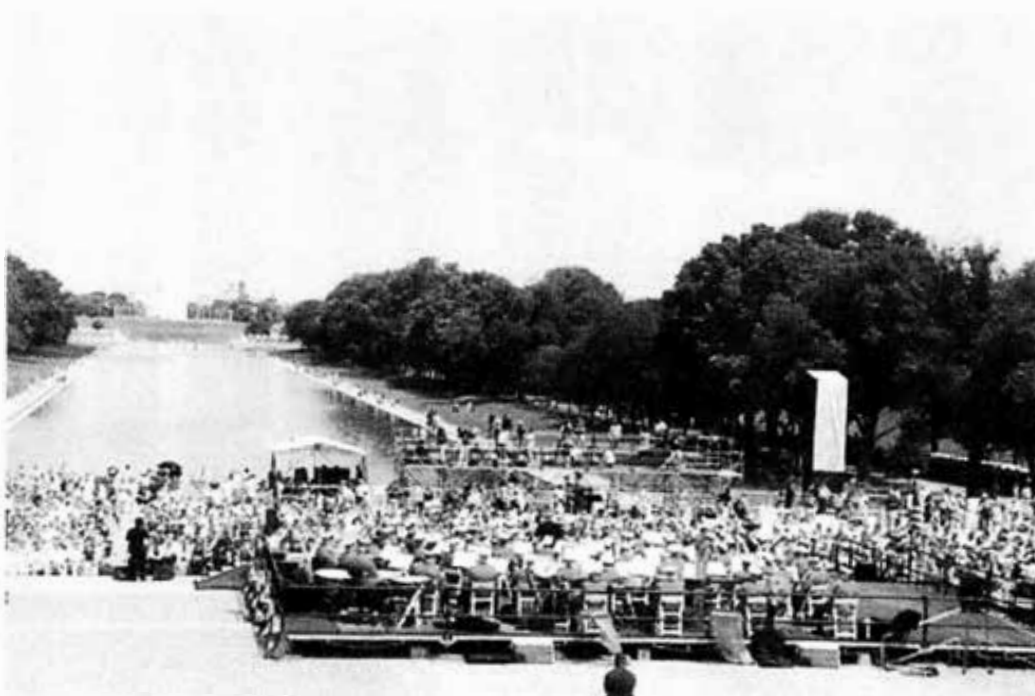
Year: 2009

Park: National Mall and Memorial Parks

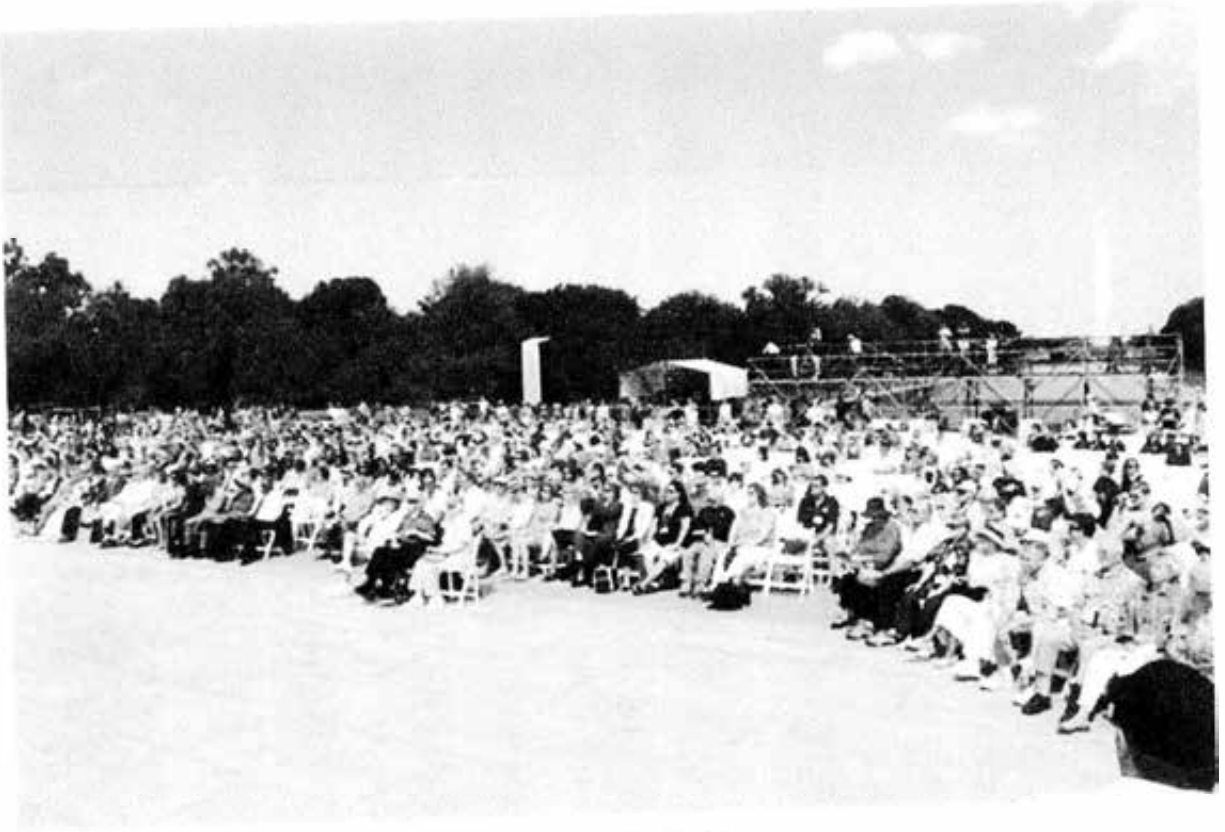
Description: Lincoln 200th Anniversary of Birth/ Lincoln Memorial Re-Dedication Event



Source: Department of the Interior



Source: Department of the Interior



Source: Department of the Interior

Year: 2013

Park: National Mall and Memorial Parks

Description: 50th Anniversary of the March on Washington



Source: <https://www.usatoday.com/story/news/nation/2013/08/24/march-washington-50th-anniversary-martin-luther-king/2693667/>



Source: <https://www.cnn.com/2013/08/28/us/gallery/march-on-washington-50th-anniversary/index.html>



Source: <http://www.msnbc.com/msnbc/watch-50th-anniversary-mlks-march>

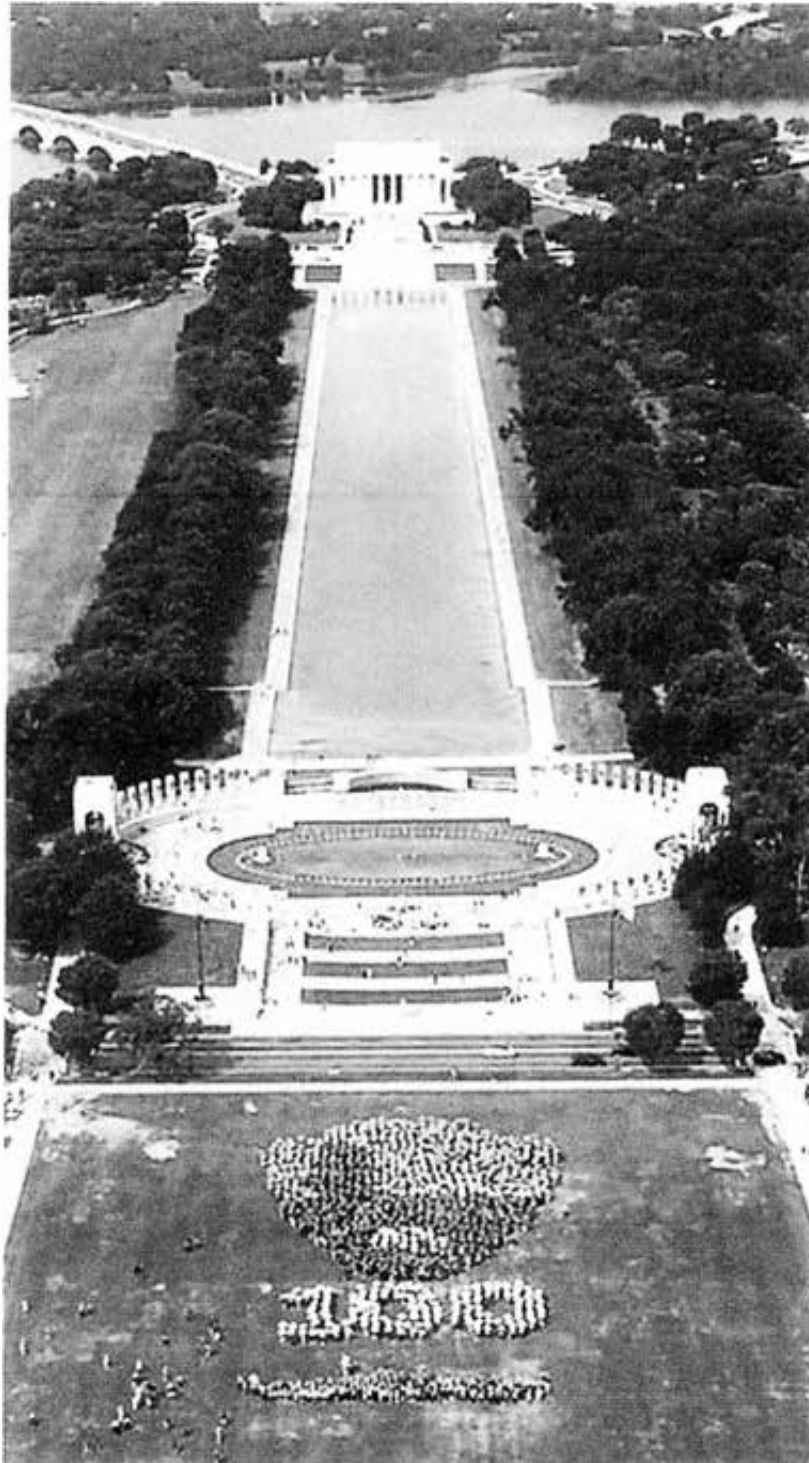


Source: <https://www.cnn.com/2013/08/28/us/gallery/march-on-washington-50th-anniversary/index.html>

Year: 2016

Park: National Mall and Memorial Parks

Description: Support National Park Service Centennial Celebration Event on the National Mall



Source: Department of the Interior



Source: Department of the Interior



Source: Department of the Interior

Congressional Friends of the National Park Service Centennial:

The Honorable Rob Bishop (R-UT-1), Co-Chair	The Honorable Rob Portman (R-OH), Co-Chair
The Honorable Raúl Grijalva (D-AZ-3), Co-Chair	The Honorable Lamar Alexander (R-TN)
The Honorable Ron Kind (D-WI-3), Co-Chair	The Honorable Tammy Baldwin (D-WI)
The Honorable Dave Reichert (R-WA-8), Co-Chair	The Honorable Michael Bennet (D-CO)
The Honorable Alma Adams (D-NC-12)	The Honorable Richard Blumenthal (D-CT)
The Honorable Dan Benishek (R-MI-1)	The Honorable Cory Booker (D-NJ)
The Honorable Don Beyer (D-VA-8)	The Honorable Maria Cantwell (D-WA)
The Honorable Brendan Boyle (D-PA-13)	The Honorable Shelley Moore Capito (R-WV)
The Honorable Robert A. Brady (D-PA-1)	The Honorable Ben Cardin (D-MD)
The Honorable Julia Brownley (D-CA-26)	The Honorable Tom Carper (D-DE)
The Honorable Bradley Byrne (R-AL-1)	The Honorable Robert P. Casey, Jr. (D-PA)
The Honorable Ken Calvert (R-CA-42)	The Honorable Thad Cochran (R-MS)
The Honorable Lois Capps (D-CA-24)	The Honorable Susan Collins (R-ME)
The Honorable Mike Capuano (D-MA-7)	The Honorable Chris Coons (D-DE)
The Honorable Matt Cartwright (D-PA-17)	The Honorable Tom Cotton (R-AR)
The Honorable Kathy Castor (D-FL-14)	The Honorable Al Franken (D-MN)
The Honorable Judy Chu (D-CA-27)	The Honorable Kirsten Gillibrand (D-NY)
The Honorable Katherine M. Clark (D-MA-5)	The Honorable Martin Heinrich (D-NM)
The Honorable Wm. Lacy Clay (D-MO-1)	The Honorable Heidi Heitkamp (D-ND)
The Honorable Tom Cole (R-OK-4)	The Honorable Mazie Hirono (D-HI)
The Honorable Barbara Comstock (R-VA-10)	The Honorable John Hoeven (R-ND)
The Honorable Gerry Connolly (D-VA-11)	The Honorable Johnny Isakson (R-GA)
The Honorable Jim Costa (D-CA-16)	The Honorable Tim Kaine (D-VA)
The Honorable Ryan Costello (R-PA-6)	The Honorable Angus King (I-ME)
The Honorable Kevin Cramer (R-ND-At Large)	The Honorable Amy Klobuchar (D-MN)
The Honorable Carlos Curbelo (R-FL-26)	The Honorable Pat Leahy (D-VT)
The Honorable Peter DeFazio (D-OR-4)	The Honorable Diana DeGette (D-CO-1)
The Honorable John Delaney (D-MD-6)	The Honorable Mark DeSaulnier (D-CA-11)
The Honorable Suzan DelBene (D-WA-1)	The Honorable Mario Diaz-Balart (R-FL-25)
United States Senate	The Honorable Debbie Dingell (D-MI-12)
The Honorable Barbara Boxer (D-CA), Co-Chair	The Honorable Lloyd Doggett (D-TX-35)
	The Honorable Robert Dold (R-IL-10)

The Honorable Donna Edwards (D-MD-4)
 The Honorable Keith Ellison (D-MN-5)
 The Honorable Eliot Engel (D-NY-16)
 The Honorable Sam Farr (D-CA-20)
 The Honorable Chuck Fleischmann (R-TN-3)
 The Honorable Jeff Fortenberry (R-NE-1)
 The Honorable Rodney P. Frelinghuysen (R-NJ-11)
 The Honorable Marcia L. Fudge (D-OH-11)
 The Honorable Tulsi Gabbard (D-HI-2)
 The Honorable Diana DeGette (D-CO-1)
 The Honorable John Garamendi (D-CA-3)
 The Honorable Chris Gibson (R-NY-19)
 The Honorable Robert W. Goodlatte (R-VA-6)
 The Honorable Kay Granger (R-TX-12)
 The Honorable Brett Guthrie (R-KY-2)
 The Honorable Cresent Hardy (R-NV-4)
 The Honorable Denny Heck (D-WA-10)
 The Honorable Joe Heck (R-NV-3)
 The Honorable French Hill (R-AR-2)
 The Honorable Steny Hoyer (D-MD-5)
 The Honorable Jared Huffman (D-CA-2)
 The Honorable Will Hurd (R-TX-23)
 The Honorable Steve Israel (D-NY-3)
 The Honorable Evan Jenkins (R-WV-3)
 The Honorable Marcy Kaptur (D-OH-9)
 The Honorable John Katko (R-NY-24)
 The Honorable William Keating (D-MA-9)
 The Honorable Trent Kelly (R-MS-1)
 The Honorable Joseph P. Kennedy (D-MA-4)
 The Honorable Derek Kilmer (D-WA-6)
 The Honorable Ann Kirkpatrick (D-AZ-1)
 United States House of Representatives
 The Honorable Joe Manchin III (D-WV)
 The Honorable Ed Markey (D-MA)
 The Honorable John McCain (R-AZ)
 The Honorable Bob Menendez (D-NJ)
 The Honorable Barbara Mikulski (D-MD)
 The Honorable Patty Murray (D-WA)
 The Honorable Bill Nelson (D-FL)
 The Honorable Gary Peters (D-MI)
 The Honorable Jack Reed (D-RI)
 The Honorable Harry Reid (D-NV)
 The Honorable Mike Rounds (R-SD)
 The Honorable Bernard Sanders (I-VT)
 The Honorable Brian Schatz (D-HI)
 The Honorable Debbie Stabenow (D-MI)
 The Honorable Jon Tester (D-MT)
 The Honorable Tom Udall (D-NM)
 The Honorable Sheldon Whitehouse (D-RI)
 The Honorable Ron Wyden (D-OR)
 The Honorable Doug Lamborn (R-CO-5)
 The Honorable Leonard Lance (R-NJ-7)
 The Honorable John Larson (D-CT-1)
 The Honorable Brenda Lawrence (D-MI-14)
 The Honorable Sheila Jackson Lee (D-TX-18)
 The Honorable Alan Lowenthal (D-CA-47)
 The Honorable Stephen Lynch (D-MA-8)
 The Honorable Carolyn B. Maloney (D-NY-12)
 The Honorable Betty McCollum (D-MN-4)
 The Honorable Jim McGovern (D-MA-2)
 The Honorable Jerry McNerney (D-CA-9)
 The Honorable Seth W. Moulton (D-MA-6)
 The Honorable Jerrold Nadler (D-NY-10)
 The Honorable Richard Nolan (D-MN-8)
 The Honorable Eleanor Holmes Norton

(D-DC-At Large)
 The Honorable Bill Pascrell, Jr. (D-NJ-9)
 The Honorable Erik Paulsen (R-MN-3)
 The Honorable Nancy Pelosi, House Democratic
 Leader (D-CA-12)
 The Honorable Scott Perry (R-PA-4)
 The Honorable Scott Peters (D-CA-52)
 The Honorable Pedro R. Pierluisi (D-PR-At
 Large)
 The Honorable Chellie Pingree (D-ME-1)
 The Honorable Jared Polis (D-CO-2)
 The Honorable David Price (D-NC-4)
 The Honorable Aumua Amata Coleman
 Radewagen
 (R-At Large-AS)
 The Honorable Charles B. Rangel (D-NY-13)
 The Honorable Reid Ribble (R-WI-8)
 The Honorable Phil Roe (R-TN-1)
 The Honorable Ileana Ros-Lehtinen (R-FL-27)
 The Honorable Tim Ryan (D-OH-13)
 The Honorable Gregorio Kilili Camacho Sablan
 (DMP-At Large)
 The Honorable John P. Sarbanes (D-MD-3)
 The Honorable Jan Schakowsky (D-IL-9)
 The Honorable Bobby Scott (D-VA-3)
 The Honorable Terri Sewell (D-AL-7)
 The Honorable Albio Sires (D-NJ-8)
 United States House of Representatives
 The Honorable Lamar Smith (R-TX-21)
 The Honorable Jackie Speier (D-CA-14)
 The Honorable Elise Stefanik (R-NY-21)
 The Honorable Mark Takai (D-HI-1)
 The Honorable Mike Thompson (D-CA-5)

The Honorable Niki Tsongas (D-MA-3)
 The Honorable Chris Van Hollen (D-MD-8)
 The Honorable Filemon Vela (D-TX-34)
 The Honorable Peter Visclosky (D-IN-1)
 The Honorable Bonnie Watson Coleman (D-NJ-
 12)
 The Honorable Peter Welch (D-VT-At Large)
 The Honorable Bruce Westerman (R-AR-4)
 The Honorable Rob Wittman (R-VA-1)
 The Honorable Rob Woodall (R-GA-7)

Year: 2016

Park: Glacier National Park

Description: Support National Park Service Centennial Celebration Event



Source: Department of the Interior



Source: Department of the Interior

Year: 2019

Park: National Mall and Memorial Parks

Description: Salute to America



Source: Department of the Interior

MEMORANDUM OF AGREEMENT

BETWEEN

**THE UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE**

AND

THE WHITE HOUSE OFFICE

FOR FOURTH OF JULY EVENT AT THE LINCOLN MEMORIAL

I. BACKGROUND

The United States Department of the Interior, National Park Service is charged with promoting and regulating the use of units of the National Park System, and with providing for the public enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations. The Lincoln Memorial and its grounds are included within the National Mall and Memorial Parks, a unit in the National Park System regulated and administered by the National Park Service.

Independence Day is identified as a “national celebration event” under the National Park Service’s special regulations for the National Capital Region, 36 C.F.R. § 7.96(g). For more than half a century, the National Park Service has been at the heart of the Independence Day festivities on the National Mall and every year thousands of people come together on the Mall in honor of the founding of our nation. The National Park Service arranges in advance for fencing, signage, and other logistics and, on the holiday itself, hundreds of National Park Service employees and volunteers work to assist visitors, staff aid stations, collect trash, and provide other support activities on the National Mall, including Ranger talks and programming related to Independence Day at the memorials throughout the day.

For the Independence Day celebration in 2019, the White House Office wishes to host an event at the Lincoln Memorial as part of the national celebration event (“the Event”). The Event will complement the National Park Service’s activities and honor the best of America, including the military, and feature a speech by the President of the United States (“the Event”). In addition to celebrating the Nation’s independence, the Event will promote public awareness, and appreciation of, the National Mall and Memorial Parks, the National Park System, and stewardship of the Nation’s natural and cultural resources.

This Agreement sets forth the responsibilities of the National Park Service and the White House Office (collectively, the Parties) with regard to the planning of, preparation for, and execution of the Event.

II. AUTHORITY

The National Park Service enters into this agreement pursuant to: the National Park Service Organic Act, 54 U.S.C. § 100101 et seq.; the Take Pride in America Act, 16 U.S.C. § 4601 et seq.; and any other applicable authorities.

III. STATEMENT OF PURPOSE

The purpose of this Agreement is to memorialize the understanding between the Parties regarding their roles and responsibilities with respect to the Event.

IV. RESPONSIBILITIES OF THE PARTIES

A. NATIONAL PARK SERVICE RESPONSIBILITIES

- a. **Program.** The National Park Service agrees to expand its traditional Independence Day program to include the Event and will communicate and cooperate with the White House Office regarding the planning and execution of the Event, which will take place on July 4, 2019, in the afternoon and evening hours in the area depicted in the diagram(s) that will be attached to the permit (the "Event Area"). The National Park Service will consult regularly with the White House Office on all matters related to the Event and coordinate the scope, scale, and nature of the Event. The National Park Service will coordinate the Event with its other activities with respect to the celebration of Independence Day.
- b. **Communications.** With respect to its traditional Independence Day program, the National Park Service regularly coordinates preparedness, and the dissemination of event and safety information, with the District of Columbia and other relevant entities. Under no circumstances shall any communications relating to this event include partisan political activity. Partisan political activity is any activity directed towards the success or failure of a partisan political candidate, political party, or partisan political group or organization.
- c. **Permission to Use the Event Area.** The National Park Service will work with the White House Office in order to ensure that the Event, and activities associated with the Event, are authorized by an appropriate permit, consistent with the terms of this Agreement and applicable laws, National Park Service policies, and regulations, including 36 C.F.R. § 7.96(g).
- d. **Law Enforcement.** The National Park Service agrees to provide appropriate levels of law enforcement and traffic control in the Event Area and in affected nearby park areas administered by the National Park Service, and agrees to coordinate or undertake directly to enforce, as it deems appropriate, all applicable laws and regulations pertaining to conduct of persons within the Event Area on Thursday, July 4, 2019, during the Event.
- e. **Emergency Services.** The National Park Service will provide or arrange for emergency equipment and services, including first-aid, and lost-and-found, when applicable.
- f. **Payment.** While the White House Office will be responsible for contracting with an event management company for the Event, the National Park Service intends to enter into a reimbursable agreement with the White House Office to cover the cost the Event.
- g. **Donations to the National Park Service.** In the event that donated funds, services, or other contributions are offered in support of the Event, the National Park Service will promptly evaluate and determine whether to accept such offers using its procedures established in Director's Order #21. The National Park Service will also coordinate with the White House Office and any potential philanthropic partners regarding the details of

any proposed donation, including the identity of the donor, the type of donation, and its expected use, and obtain its concurrence prior to acceptance. Any donor recognition or presentation of the donation by the donor will be consistent with the National Mall and Memorial Parks Donor Recognition Plan, National Park Service Director's Order 21: Donations and Philanthropic Partnerships (chapter 8), the Commemorative Works Act (40 U.S.C. 8901-8909), and Section 3054 of Public Law 113-291 (Dec. 19, 2014).

- h. **Contact for the National Park Service.** For purposes of this Agreement, the key contact for the National Park Service is:

Jeffrey P. Reinbold
Acting Superintendent,
National Mall and Memorial Parks
(202) 245-4661

B. THE WHITE HOUSE OFFICE RESPONSIBILITIES

- a. **Program.** The White House Office agrees to host the Event in coordination with and as a supplement to the 4th of July celebration program hosted by the National Park Service. The White House Office agrees to communicate and cooperate with the National Park Service in planning and executing the Event, including but not limited to, consulting regularly with the National Park Service on all matters related to the Event and coordinating the scope, scale, and nature of the Event.
- b. **Communications.** The White House Office will generate all content for all printed materials to be distributed related to the Event, and shall coordinate all press conferences in connection with the Event subject to the involvement and review of the National Park Service. Under no circumstances shall any communications relating to this event include partisan political activity. Partisan political activity is any activity directed towards the success or failure of a partisan political candidate, political party, or partisan political group or organization.
- i. The White House Office shall provide the National Park Service with a single copy of any and all press releases relating to the Event.
- ii. At least 48 hours prior to the Event, the White House Office shall provide the National Park Service, for its approval, any item to be disseminated to the public including visitors, participants, volunteers, and guests at the Event. These two copies are to become the property of the National Park Service.
- c. **Permission to Use the Event Area.** The White House Office will work with the National Park Service in order to ensure that the Event, and activities associated with the Event, are authorized by an appropriate National Park Service permit, consistent with the terms of this Agreement and applicable laws, National Park Service policies, and regulations, including 36 C.F.R. § 7.96(g).
- d. **Budget.** The White House Office agrees to submit a budget to the National Park Service for its approval and agrees to provide the National Park Service the opportunity to consider and comment on any entities the White House Office proposes to retain to work on the Event.

- e. **Ticket Distribution.** The White House Office shall be responsible for managing all ticket distribution, if applicable. Ticket distribution shall in no way be based on any partisan political considerations. Ticket distribution shall in no way be based on any partisan political considerations.
- f. **Service Agreement.** The White House Office will enter into a Service Agreement with an event management firm hired to manage the production of the event (the "Service Agreement"), in accordance with applicable Federal procurement laws, regulations, and standards. This Service Agreement will be submitted to the National Park Service for their approval prior to execution, and will include an approved budget for the Event.
 - i. The White House Office agrees to facilitate close cooperation between the event management firm hired to execute the Event and the National Park Service in planning, developing, implementing, and administering the Event, including but not limited to consulting regularly with the National Park Service on all matters related to the Event, coordinating the scope, scale, and nature of the Event, and compliance with applicable National Park Service policies and permit terms, including, but not limited to, applicable turf management and fire management policies.
 - ii. The Service Agreement will require the event management firm to comply with applicable National Park Service guidelines and policies including: the Lincoln Memorial Guidelines for Special Events and Demonstrations; the Special Events Planning Guide for the National Mall and Memorial Parks; and, Secretarial Order #3326: Management and Protection of the National Mall and Its Historic Landscapes.
 - iii. The Service Agreement will require the event management firm to provide the following goods and services for the Event:
 - 1. Production/AV equipment, staging, generators, lighting, and any other equipment or supplies related to the production and tear down (to include clean up) of the Event;
 - 2. If applicable, Event production, simulcasting live and pre-recorded videos, telecasts and performances for television and digital;
 - 3. If applicable, broadcast production management;
 - 4. Adequate security for the site, including for tents, tables and chairs, production equipment, generators, and any other equipment placed in the Event Area starting the day that such equipment arrives and for the duration of time such equipment remains in the Event Area.
 - 5. If required, a VIP seating area, including accessible and non-accessible restroom support.
 - iv. The Service Agreement shall provide that any use or mention of the retained entity's involvement in the Event in any press release, advertising, corporate annual report, or any other promotional material or activity is subject to the approval of the White House Office and the National Park Service. The Service

Agreement shall also require the retained entity to similarly restrict any entity it retains in furtherance of that Agreement.

v. The Service Agreement shall include a term providing that neither the event management firm, nor any other vendor or contractor or other entity engaged or affiliated with the event management firm, shall make any representations which would suggest an endorsement by the White House Office or the National Park Service of the event management firm, its vendors, contractors, or any other entity.

vi. The Service Agreement shall require that the event management firm retained to execute the activities under this Agreement do the following:

1. Hold the event management firm fully responsible for the management, performance, use, and safety of the elements to be provided by it and indemnify the National Park Service and the White House Office from and against any action, claim, demand or liability, including reasonable attorney's fees, to the extent such claim arises out of the actions or omissions of its directors, officers, employees, contractors, subcontractors or agents, except in the case where such obligations or liabilities arise from the United States of America's negligence or misconduct.
2. State that in no event shall the United States Government be liable to the event management firm or any third party for any special, consequential, incidental or punitive damages arising out of or relating to this Agreement, or with respect to any claim, demand, action or other proceeding relating to the Agreement, however caused, and on any theory of liability (including without limitation, negligence).
3. Procure commercial general liability insurance with available coverage limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate, \$1,000,000.00 Products and Completed Operations, \$1,000,000.00, Workers' Compensation in statutory limits, Automobile Liability per occurrence combined single limit for bodily injury and property damage liability; \$1,000,000.00 Personal and Advertising Injury; Errors & Omissions \$1,000,000.00 per occurrence (including liability assumed under the contract) and \$50,000.00 Fire Damage, Legal, and umbrella or excess liability insurance with available coverage limits of not less than \$15,000,000.00. All such policies must be issued by one or more responsible and rated U.S. based insurance carriers. The United States of America shall be named as an additional insured on such liability policies. All such policies shall specify that the insured shall have no right of subrogation against the United States of America for payment of any premiums and deductibles due thereunder.
4. Indemnify, save and hold harmless and defend the United States of America against all actions, claims, demands or liabilities arising out of the actions or omissions of such event management company or its directors, officers, employees, contractors, subcontractors, and agents, except in the case where such obligations or liabilities arise from the

United States of America's negligence or misconduct.

5. Name the United States of America as a third party beneficiary to the Service Agreement.
 6. Pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by such person, organization, its representatives, contractors or employees.
- vii. The Service Agreement shall require the event management firm to cooperate in any activities necessary to protect and enforce the White House Office's or the National Park Service's respective intellectual property rights.
 - viii. All work performed in connection with the Event shall be subject to inspections and approval by National Park Service management and safety personnel.
- g. **Contractor/Vendor Coordination.** The White House Office will ensure its event management firm and any other contractor or vendor that it retains to work on the Event, coordinate with all other vendors, entities or contractors performing services in connection with the Event (including food and beverage vendors) and comply with all applicable requirements including, but not limited to, applicable National Park Service policies and any requirements in the applicable National Park Service permit.
 - h. **Broadcasting.** The White House Office will be responsible for making any arrangements to record, film, live stream or simulcast the Event, but will do so in coordination and consultation with the National Park Service and subject to any required National Park Service approvals.
 - i. **Documents.** The White House Office will provide the National Park Service a single copy of the following items, with those in items #1-4 by June 25, 2019:
 - i. Any and all Certificates of Insurance of which the event management company or its contractors are the policy holder that relate or potentially relate to their performance of activities related to the Event.
 - ii. Any and all contracts between the White House Office and any entities who will perform or provide services at the Event.
 - iii. Any and all site plans of the Event Area created for the Event.
 - iv. Any other document pertaining to the Event that may be useful for archival purposes.
 - j. **Donations to the National Park Service.** In the event that the White House Office identifies possible donations of funds, services, or other contributions to support the event, it will coordinate with the National Park Service regarding the details of the proposed donation, including the identity of the donor, the type of donation, and its expected use, and facilitate communication between the prospective donor and the National Park Service.

- k. **Contact for the White House Office.** For purposes of this Agreement, the key contact for The White House Office is:

Ms. Monica Block
Deputy Assistant to the President
Director, White House Management & Administration
Office Telephone: 202-456-5400

V. GENERAL PROVISIONS

- A. **Meeting.** The Parties agree to meet as needed in advance of the Event to address any developments and ensure the success of the Event.
- B. **Media Coverage.** All press conferences and press releases shall be subject to prior review and approval by both Parties.
- C. **Filming and Broadcasting.** Except as otherwise provided in this Agreement, no contractor, subcontractor, vendor, or entity engaged by the White House Office is permitted to record, film, live stream or simulcast the Event without the express prior written approval of both the White House Office and the National Park Service.
- D. **Event Area Advertising.** Before, during, and after the Event, the Parties agree that the Event Area shall not be used for any promotion or advertisement of commercial brands, products, companies, or services, without prior written approval of both Parties.
- E. **Compliance with Laws.** The Parties shall comply with all applicable laws and regulations, including the Hatch Act of 1939, 5 U.S.C. § 7324, and appropriations law restrictions relating to publicity, propaganda, self-aggrandizement, and lobbying Congress. This Agreement is subject to all laws, regulations, and rules governing National Park Service property, whether now in force or hereafter enacted or promulgated. The Parties note the National Park Service's policy prohibiting helium-filled balloons, which may neither be distributed nor used as part of any display connected with the Event. The Parties also note the National Park Service's prohibition on the use of unmanned aircraft (drones) at each Event, including launching, landing, operating or flying over. Nothing in the Agreement shall be construed as in any way impairing the general powers of the National Park Service for supervision, regulation, and control of its property under such applicable laws, regulations, and rules. Meeting the terms of this Agreement shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
- F. **No Violation of the Anti-Deficiency Act.** Nothing in this Agreement shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose or to involve the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations [31 U.S.C. § 1341 (a)(1)].
- G. **Intellectual Property and Licenses.** Both during the term of this Agreement and thereafter, any entities retained by the White House Office in furtherance of this Agreement, shall fully cooperate with The White House Office and the National Park Service in the protection and enforcement of any intellectual property rights that may derive as a result of the activities and services performed under the Service Agreement. This shall include preparing, executing,

acknowledging, and delivering to The White House Office and National Park Service all documents and papers that may be necessary to enable The White House Office and the National Park Service to protect and enforce their respective intellectual property rights.

H. Severable. If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions.

I. Duration of Agreement. The Agreement shall remain in force through August 31, 2019.

J. Termination. This Agreement may be terminated at any time by The White House Office or the National Park Service for the convenience of the government. All Parties shall be notified in writing within two business days following any termination.

K. Modifications. This Agreement may be modified in writing with the dated signatures of all the Parties. The modification shall be affixed to the Agreement to become part thereof.

L. Execution Date. This Agreement shall be effective upon the date that it is signed by both Parties.

V. AUTHORIZING SIGNATURES

For the National Park Service

By: 

P. Daniel Smith

Date

06/12/19

Deputy Director

Exercising Authority of the Director

For The White House Office

By: **MONICA
BLOCK**

Digitally signed by
MONICA BLOCK
Date: 2019.06.25
09:33:24 -04'00'

Monica J. Block

Date

Deputy Assistant to the President

Director, White House Management & Administration



THE SECRETARY OF THE INTERIOR
WASHINGTON

JUL 12 2019

The Honorable Chris Van Hollen
Subcommittee on the Interior, Environment, and Related Agencies
United States Senate
Washington, DC 20510

Dear Senator Van Hollen:

I am in receipt of your June 18, 2019 correspondence, cosigned by Senators Leahy and Udall, concerning the annual Independence Day celebration on the National Mall. For more than half a century, the National Park Service has been at the heart of the Independence Day festivities on the National Mall. Independence Day is identified as a “national celebration event” under the National Park Service’s special regulations for the National Capital Region, and for good reason.

Two hundred and forty-three years ago, the Continental Congress voted to declare our independence from Great Britain. At that time, John Adams wrote to his wife that it “... will be celebrated, by succeeding Generations, as the great anniversary Festival...” and that the celebration “ought to be solemnized with Pomp and Parade, with Shews, Games, Sports, Guns, Bells, Bonfires and Illuminations from one End of this Continent to the other from this Time forward forever more.” That legacy lives on, as we celebrate American Independence among the monuments and the memorials to the service men and women who have defended the United States.

The National Park Service is the lead agency for the Independence Day celebration, and works to ensure appropriate services for visitors celebrating the Fourth of July on the National Mall. This year, in addition to the National Independence Day Parade, the Capitol Fourth Concert, and the fireworks display, the celebration was expanded to include the *Salute to America*. President Trump noted at the event that “[o]ur Nation has always honored the heroes who serve our communities. The firefighters, first responders, police, sheriffs, ICE, border patrol, and all of the brave men and women of law enforcement. On this July 4th, we pay special tribute to the military service members who laid down their lives for our Nation.”

Honoring our military on the Fourth of July is also a bipartisan tradition. In 1987, President Ronald Reagan, speaking at the steps of the Jefferson Memorial, announced a “Star Spangled Salute to America.” Similarly, after the success of Operation Desert Storm and Desert Shield, we celebrated our country, and the men and women who wear its uniform, with a parade, flyovers, and fireworks at the National Victory Celebration in 1991. And in his 2016 remarks on Independence Day, President Barack Obama recognized that “...our freedoms are dependent on an incredible group of men and women in uniform and their families who look out for us every single day.”

Presidents Reagan, H.W. Bush, Clinton, W. Bush, and Obama, as well as Nixon, Truman, Roosevelt, and Adams, are just a few of our leaders who have heralded the men and women in uniform and their families who keep us safe every day on the Fourth of July.

This year's *Salute to America* honored the enduring heroism and endless sacrifices that our men and women in uniform and their families make to keep America the land of the free and home of the brave. The President of the United States, as Commander-in-Chief, honored each of the Nation's five service branches saying, "[t]oday, we come together as ONE NATION with this very special *Salute to America*. We celebrate our history, our people, and the heroes who proudly defend our flag—the brave men and women of the United States Military!"

This expanded celebration not only included music, military demonstrations, and flyovers, it also expanded public access to the places we manage. For the first time in recent memory we opened the Lincoln Memorial Reflecting Pool, Constitution Gardens, and the World War II Memorial to the public on July 4th. Opening these central locations allowed the public to more meaningfully enjoy the National Mall and the Independence Day celebrations. These areas had been closed in the past due to the previous fireworks safety zone. Instead, we designated West Potomac Park and the area behind the Lincoln Memorial as the 2019 fireworks fallout zone. We also enhanced our fireworks display with a combination of the NPS-contracted Garden State Fireworks and with a donation of fireworks by Phantom Fireworks and Fireworks by Grucci.

Regarding the production of the *Salute to America*, the White House and the National Park Service entered into a Memorandum of Agreement delineating the roles and responsibilities of each party in regards to the planning of, preparation for, and execution of the *Salute to America* event. I am enclosing a copy of that document for your review. I believe it will answer many of the questions that you have. For example, while it should be clear to all who attended or viewed the event and heard the President's remarks that evening that this was not a partisan event, I want to highlight language in this document that makes clear that "under no circumstances shall any communications relating to this event include partisan political activity." The agreement also made clear that all laws would be complied with, including the Hatch Act of 1939. These requirements were applicable to both the National Park Service and the White House with respect to this event.

In response to your questions related to cost, the National Park Service annually budgets, and Congress has appropriated funding to be used for the Independence Day celebration.

For this year's event, the National Park Service used funds from the Operation of the National Park System, Centennial Challenge (discretionary), and Recreation Fees Accounts to provide personnel, emergency medical services, fireworks display, fencing/barricades, tents, toilets, and supplies, among other things, to visitors to the National Mall. This year, the National Park Service was also able to match the significant asset donation of fireworks by Phantom Fireworks and Fireworks by Grucci with funds from the NPS Centennial Challenge discretionary appropriation to support its costs related to the expanded fireworks display.

In addition, Congress specifically earmarked appropriated funds for the Capitol Fourth Concert, which is staged directly on the U.S. Capitol grounds. In fact, Congress provided more than \$7 million (including a \$900,000 increase over prior years) in taxpayer funding through Public Law 115-245 (Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019) and Public Law 116-6 (Consolidated Appropriations Act, 2019) to continue the Capitol Concerts series, including the planned Fourth of July concert at the U.S. Capitol. The funds appropriated to the Department of Defense were obligated to the National Park Service via inter-agency agreement, combined with the funds appropriated to the National Park

Service, and then obligated to Capital Concerts, Inc. and the National Symphony Orchestra Association via cooperative agreement.

The costs associated with these programs are displayed in the tables below. Note that where the cooperative agreements do not specifically display costs for the National Park Service or the Department of Defense, the agencies' shares were estimated as a percent of the total.

National Park Service Firework Display and Operations

	FY 2017	FY 2018	FY 2019 (estimated)
NPS Event Operations / Firework Show*	\$1,241,462	\$1,250,754	\$1,604,000
Total	\$1,241,462	\$1,250,754	\$1,604,000

**Funding from the NPS Operations Account and the NPS Centennial Challenge Account*

A Capitol Fourth at the U.S. Capitol

	FY 2017	FY 2018	FY 2019 (estimated)
National Symphony Orchestra- Appropriations*	\$176,762	\$177,378	\$178,210
Capital Concerts, Inc. - Appropriations*	\$308,794	\$308,394	\$323,000
Capital Concerts - Appropriations**	\$2,784,564	\$2,780,224	\$3,389,089
Total	\$3,270,120	\$3,265,996	\$3,890,299

**Funding provided from National Capital Area Performing Arts Program, NPS Operations Account*

***Funding provided through the Department of Defense Appropriations*

Memorial Day Concert at the U.S. Capitol

	FY 2017	FY 2018	FY 2019 (estimated)
National Symphony Orchestra – Appropriations*	\$176,762	\$177,378	\$178,210
Capital Concerts, Inc. - Appropriations*	\$274,539	\$277,001	\$265,442
Capital Concerts, Inc. - Appropriations**	\$2,475,000	\$2,497,931	\$2,784,728
Total	\$2,926,301	\$2,952,310	\$3,228,380

**Funding provided from National Capital Area Performing Arts Program, NPS Operations Account*

***Funding provided through the Department of Defense Appropriations*

Labor Day Concert at the U.S. Capitol

	FY 2017	FY 2018	FY 2019 (estimated)
National Symphony Orchestra – Appropriations*	\$88,381	\$88,689	\$89,105
National Symphony Orchestra – Appropriations***	\$4,500	\$4,500	\$4,500
Total	\$92,881	\$93,189	\$93,605

*Funding provided from National Capital Area Performing Arts Program, NPS Operations Account

***Funding provided from National Mall and Memorial Parks, NPA Operations Account

Administrative and Indirect Costs for Independence Day, Memorial Day, and Labor Day Concerts at the U.S. Capitol

	FY 2017	FY 2018	FY 2019 (estimated)
National Symphony Orchestra – Appropriations*	\$82,095	\$80,555	\$78,475
Capital Concerts, Inc. – Appropriations*	\$26,667	\$24,605	\$21,558
Capital Concerts, Inc. – Appropriations**	\$240,436	\$221,845	\$226,183
Total	\$349,198	\$327,005	\$326,216

*Funding provided from National Capital Area Performing Arts Program, NPS Operations Account

**Funding provided through the Department of Defense Appropriations

Salute to America at Lincoln Memorial

	FY 2017	FY 2018	FY 2019 (estimated)
NPS Recreation Fees*	n/a	n/a	\$2,450,000
Total	n/a	n/a	\$2,450,000

*Federal Lands Recreation Enhancement Act (FLREA) funds

As noted above, the National Park Service used moneys collected under the Federal Lands Recreation Enhancement Act (FLREA) to ensure that appropriate visitor services and facility enhancements were provided for the expanded Independence Day celebration. It is worth noting that the amount of FLREA funds expended for this year's Fourth of July celebration are significantly less than the amounts that Congress appropriated for the concerts at the U.S. Capitol.

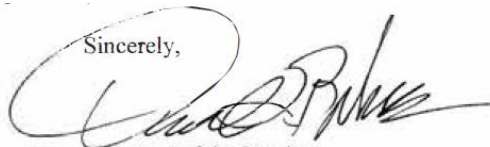
With respect to the use of FLREA funds, based on the statutory text of FLREA and generally understood principles of statutory interpretation, the Department of the Interior is clearly within the bounds of its authority in taking these actions.

The use of FLREA funds for this type of event is also consistent with past practice. In accordance with law, FLREA funds have long been used by the National Park Service for celebratory events to enhance the visitor experience and to provide critical safety when there is a temporary influx of people. For example, the National Park Service used over \$500,000 in FLREA funds for the Abraham Lincoln Bicentennial Commencement and the related 2009 Lincoln Memorial re-dedication event on the National Mall. Similarly, in 2013, the National Park Service celebrated the 50th Anniversary of the March on Washington with almost \$500,000 in FLREA funds to support the event, which included executive branch officials, members of Congress, and celebrities. And, in 2016 alone, the National Park Service used over \$3.4 million of FLREA funds to celebrate its own 100th anniversary, spending \$800,000 on its August 2016 celebratory event on the National Mall.

I had previously transmitted copies of the Fiscal Year (FY) 2017 and 2018 National Park Service projects funded with FLREA funds to the Subcommittee on Interior, Environment and Related Agencies. For your convenience, I am enclosing copies of documents listing such projects for FY 2014 through FY 2018. A review of these documents will provide you with additional information on how FLREA funds have been used by the National Park Service for a wide range of such public events that enhance the visitor experience.

Finally, it is important to reiterate that our great Nation's birth and the men and women who defend it have always been celebrated by all. This year the Independence Day celebration on the National Mall was enjoyed by visitors to the National Mall and millions of viewers at home. While some have attempted to cast this celebratory evening as partisan political activity, it is clear from the event itself, the President's remarks that evening, and the plain language of the Memorandum of Agreement that this was not a partisan event.

Similar responses are being sent to the co-signers of your letter.

Sincerely,

Secretary of the Interior

Enclosures

cc: The Honorable Lisa Murkowski
Chairman, Subcommittee on the Interior, Environment, and Related Agencies

The Honorable Lisa Murkowski
Chairman, Committee on Energy and Natural Resources

The Honorable Joe Manchin
Ranking Member, Committee on Energy and Natural Resources

ENCLOSURE

Examples of Events Paid/Partially Paid for by Recreation Fees

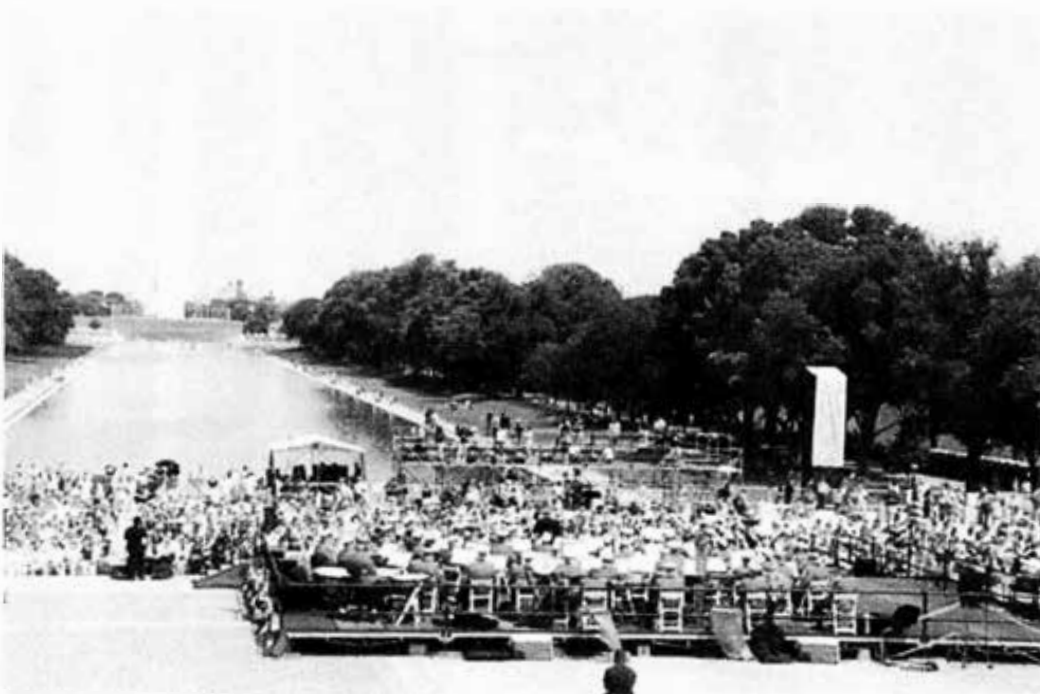
Year: 2009

Park: National Mall and Memorial Parks

Description: Lincoln 200th Anniversary of Birth/ Lincoln Memorial Re-Dedication Event



Source: Department of the Interior



Source: Department of the Interior



Source: Department of the Interior

Year: 2013

Park: National Mall and Memorial Parks

Description: 50th Anniversary of the March on Washington



Source: <https://www.usatoday.com/story/news/nation/2013/08/24/march-washington-50th-anniversary-martin-luther-king/2693667/>



Source: <https://www.cnn.com/2013/08/28/us/gallery/march-on-washington-50th-anniversary/index.html>



Source: <http://www.msnbc.com/msnbc/watch-50th-anniversary-mlks-march>

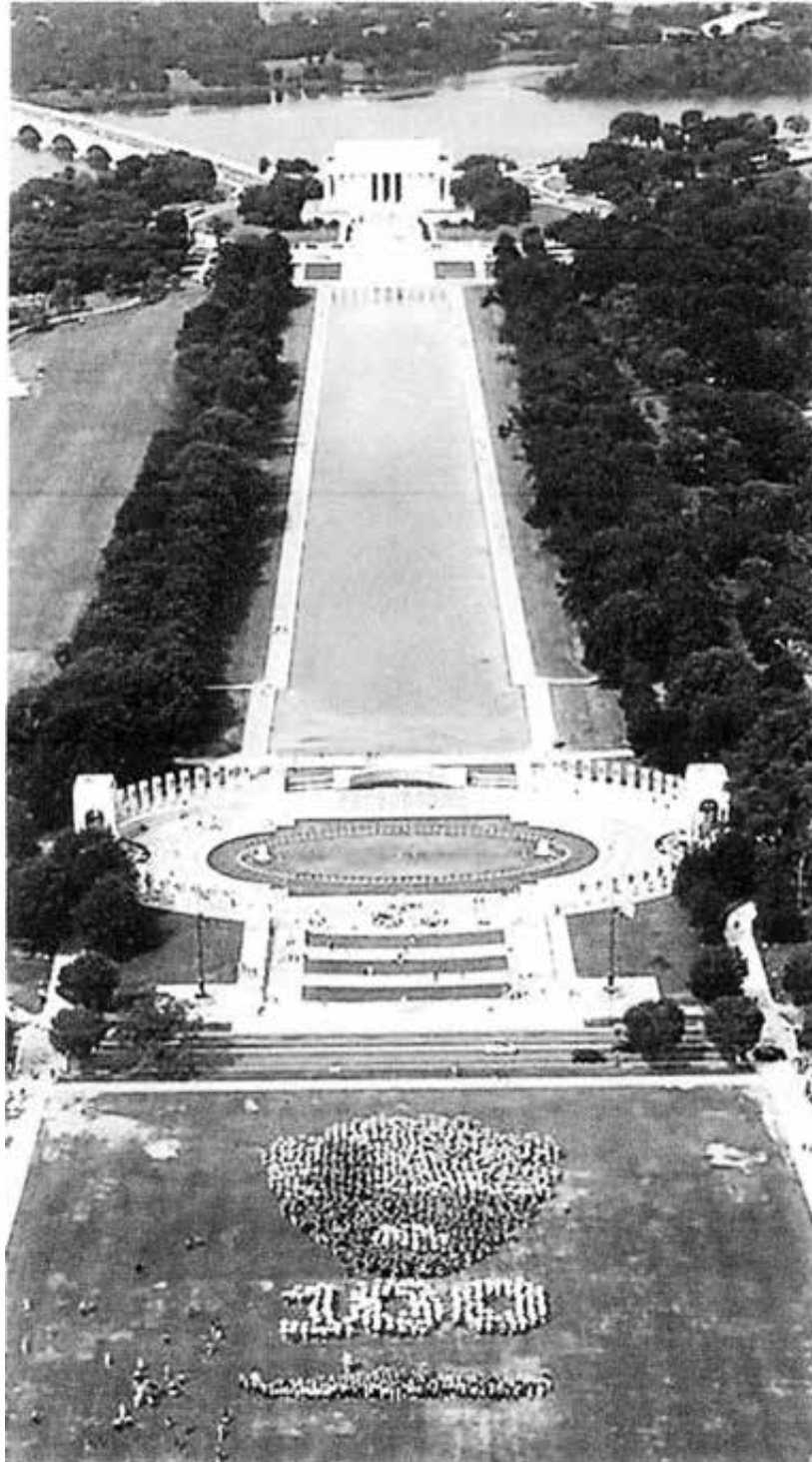


Source: <https://www.cnn.com/2013/08/28/us/gallery/march-on-washington-50th-anniversary/index.html>

Year: 2016

Park: National Mall and Memorial Parks

Description: Support National Park Service Centennial Celebration Event on the National Mall



Source: Department of the Interior



Source: Department of the Interior



Source: Department of the Interior

Congressional Friends of the National Park Service Centennial:

The Honorable Rob Bishop (R-UT-1), Co-Chair	The Honorable Rob Portman (R-OH), Co-Chair
The Honorable Raúl Grijalva (D-AZ-3), Co-Chair	The Honorable Lamar Alexander (R-TN)
The Honorable Ron Kind (D-WI-3), Co-Chair	The Honorable Tammy Baldwin (D-WI)
The Honorable Dave Reichert (R-WA-8), Co-Chair	The Honorable Michael Bennet (D-CO)
The Honorable Alma Adams (D-NC-12)	The Honorable Richard Blumenthal (D-CT)
The Honorable Dan Benishek (R-MI-1)	The Honorable Cory Booker (D-NJ)
The Honorable Don Beyer (D-VA-8)	The Honorable Maria Cantwell (D-WA)
The Honorable Brendan Boyle (D-PA-13)	The Honorable Shelley Moore Capito (R-WV)
The Honorable Robert A. Brady (D-PA-1)	The Honorable Ben Cardin (D-MD)
The Honorable Julia Brownley (D-CA-26)	The Honorable Tom Carper (D-DE)
The Honorable Bradley Byrne (R-AL-1)	The Honorable Robert P. Casey, Jr. (D-PA)
The Honorable Ken Calvert (R-CA-42)	The Honorable Thad Cochran (R-MS)
The Honorable Lois Capps (D-CA-24)	The Honorable Susan Collins (R-ME)
The Honorable Mike Capuano (D-MA-7)	The Honorable Chris Coons (D-DE)
The Honorable Matt Cartwright (D-PA-17)	The Honorable Tom Cotton (R-AR)
The Honorable Kathy Castor (D-FL-14)	The Honorable Al Franken (D-MN)
The Honorable Judy Chu (D-CA-27)	The Honorable Kirsten Gillibrand (D-NY)
The Honorable Katherine M. Clark (D-MA-5)	The Honorable Martin Heinrich (D-NM)
The Honorable Wm. Lacy Clay (D-MO-1)	The Honorable Heidi Heitkamp (D-ND)
The Honorable Tom Cole (R-OK-4)	The Honorable Mazie Hirono (D-HI)
The Honorable Barbara Comstock (R-VA-10)	The Honorable John Hoeven (R-ND)
The Honorable Gerry Connolly (D-VA-11)	The Honorable Johnny Isakson (R-GA)
The Honorable Jim Costa (D-CA-16)	The Honorable Tim Kaine (D-VA)
The Honorable Ryan Costello (R-PA-6)	The Honorable Angus King (I-ME)
The Honorable Kevin Cramer (R-ND-At Large)	The Honorable Amy Klobuchar (D-MN)
The Honorable Carlos Curbelo (R-FL-26)	The Honorable Pat Leahy (D-VT)
The Honorable Peter DeFazio (D-OR-4)	The Honorable Diana DeGette (D-CO-1)
The Honorable John Delaney (D-MD-6)	The Honorable Mark DeSaulnier (D-CA-11)
The Honorable Suzan DelBene (D-WA-1)	The Honorable Mario Diaz-Balart (R-FL-25)
United States Senate	The Honorable Debbie Dingell (D-MI-12)
The Honorable Barbara Boxer (D-CA), Co-Chair	The Honorable Lloyd Doggett (D-TX-35)
	The Honorable Robert Dold (R-IL-10)

The Honorable Donna Edwards (D-MD-4)
 The Honorable Keith Ellison (D-MN-5)
 The Honorable Eliot Engel (D-NY-16)
 The Honorable Sam Farr (D-CA-20)
 The Honorable Chuck Fleischmann (R-TN-3)
 The Honorable Jeff Fortenberry (R-NE-1)
 The Honorable Rodney P. Frelinghuysen (R-NJ-11)
 The Honorable Marcia L. Fudge (D-OH-11)
 The Honorable Tulsi Gabbard (D-HI-2)
 The Honorable Diana DeGette (D-CO-1)
 The Honorable John Garamendi (D-CA-3)
 The Honorable Chris Gibson (R-NY-19)
 The Honorable Robert W. Goodlatte (R-VA-6)
 The Honorable Kay Granger (R-TX-12)
 The Honorable Brett Guthrie (R-KY-2)
 The Honorable Cresent Hardy (R-NV-4)
 The Honorable Denny Heck (D-WA-10)
 The Honorable Joe Heck (R-NV-3)
 The Honorable French Hill (R-AR-2)
 The Honorable Steny Hoyer (D-MD-5)
 The Honorable Jared Huffman (D-CA-2)
 The Honorable Will Hurd (R-TX-23)
 The Honorable Steve Israel (D-NY-3)
 The Honorable Evan Jenkins (R-WV-3)
 The Honorable Marcy Kaptur (D-OH-9)
 The Honorable John Katko (R-NY-24)
 The Honorable William Keating (D-MA-9)
 The Honorable Trent Kelly (R-MS-1)
 The Honorable Joseph P. Kennedy (D-MA-4)
 The Honorable Derek Kilmer (D-WA-6)
 The Honorable Ann Kirkpatrick (D-AZ-1)
 United States House of Representatives
 The Honorable Joe Manchin III (D-WV)
 The Honorable Ed Markey (D-MA)
 The Honorable John McCain (R-AZ)
 The Honorable Bob Menendez (D-NJ)
 The Honorable Barbara Mikulski (D-MD)
 The Honorable Patty Murray (D-WA)
 The Honorable Bill Nelson (D-FL)
 The Honorable Gary Peters (D-MI)
 The Honorable Jack Reed (D-RI)
 The Honorable Harry Reid (D-NV)
 The Honorable Mike Rounds (R-SD)
 The Honorable Bernard Sanders (I-VT)
 The Honorable Brian Schatz (D-HI)
 The Honorable Debbie Stabenow (D-MI)
 The Honorable Jon Tester (D-MT)
 The Honorable Tom Udall (D-NM)
 The Honorable Sheldon Whitehouse (D-RI)
 The Honorable Ron Wyden (D-OR)
 The Honorable Doug Lamborn (R-CO-5)
 The Honorable Leonard Lance (R-NJ-7)
 The Honorable John Larson (D-CT-1)
 The Honorable Brenda Lawrence (D-MI-14)
 The Honorable Sheila Jackson Lee (D-TX-18)
 The Honorable Alan Lowenthal (D-CA-47)
 The Honorable Stephen Lynch (D-MA-8)
 The Honorable Carolyn B. Maloney (D-NY-12)
 The Honorable Betty McCollum (D-MN-4)
 The Honorable Jim McGovern (D-MA-2)
 The Honorable Jerry McNerney (D-CA-9)
 The Honorable Seth W. Moulton (D-MA-6)
 The Honorable Jerrold Nadler (D-NY-10)
 The Honorable Richard Nolan (D-MN-8)
 The Honorable Eleanor Holmes Norton

(D-DC-At Large)

The Honorable Bill Pascrell, Jr. (D-NJ-9)

The Honorable Erik Paulsen (R-MN-3)

The Honorable Nancy Pelosi, House Democratic Leader (D-CA-12)

The Honorable Scott Perry (R-PA-4)

The Honorable Scott Peters (D-CA-52)

The Honorable Pedro R. Pierluisi (D-PR-At Large)

The Honorable Chellie Pingree (D-ME-1)

The Honorable Jared Polis (D-CO-2)

The Honorable David Price (D-NC-4)

The Honorable Aumua Amata Coleman Radewagen
(R-At Large-AS)

The Honorable Charles B. Rangel (D-NY-13)

The Honorable Reid Ribble (R-WI-8)

The Honorable Phil Roe (R-TN-1)

The Honorable Ileana Ros-Lehtinen (R-FL-27)

The Honorable Tim Ryan (D-OH-13)

The Honorable Gregorio Kilili Camacho Sablan (DMP-At Large)

The Honorable John P. Sarbanes (D-MD-3)

The Honorable Jan Schakowsky (D-IL-9)

The Honorable Bobby Scott (D-VA-3)

The Honorable Terri Sewell (D-AL-7)

The Honorable Albio Sires (D-NJ-8)

United States House of Representatives

The Honorable Lamar Smith (R-TX-21)

The Honorable Jackie Speier (D-CA-14)

The Honorable Elise Stefanik (R-NY-21)

The Honorable Mark Takai (D-HI-1)

The Honorable Mike Thompson (D-CA-5)

The Honorable Niki Tsongas (D-MA-3)

The Honorable Chris Van Hollen (D-MD-8)

The Honorable Filemon Vela (D-TX-34)

The Honorable Peter Visclosky (D-IN-1)

The Honorable Bonnie Watson Coleman (D-NJ-12)

The Honorable Peter Welch (D-VT-At Large)

The Honorable Bruce Westerman (R-AR-4)

The Honorable Rob Wittman (R-VA-1)

The Honorable Rob Woodall (R-GA-7)

Year: 2016

Park: Glacier National Park

Description: Support National Park Service Centennial Celebration Event



Source: Department of the Interior



Source: Department of the Interior

Year: 2019

Park: National Mall and Memorial Parks

Description: Salute to America



Source: Department of the Interior

MEMORANDUM OF AGREEMENT

BETWEEN

**THE UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE**

AND

THE WHITE HOUSE OFFICE

FOR FOURTH OF JULY EVENT AT THE LINCOLN MEMORIAL

I. BACKGROUND

The United States Department of the Interior, National Park Service is charged with promoting and regulating the use of units of the National Park System, and with providing for the public enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations. The Lincoln Memorial and its grounds are included within the National Mall and Memorial Parks, a unit in the National Park System regulated and administered by the National Park Service.

Independence Day is identified as a “national celebration event” under the National Park Service’s special regulations for the National Capital Region, 36 C.F.R. § 7.96(g). For more than half a century, the National Park Service has been at the heart of the Independence Day festivities on the National Mall and every year thousands of people come together on the Mall in honor of the founding of our nation. The National Park Service arranges in advance for fencing, signage, and other logistics and, on the holiday itself, hundreds of National Park Service employees and volunteers work to assist visitors, staff aid stations, collect trash, and provide other support activities on the National Mall, including Ranger talks and programming related to Independence Day at the memorials throughout the day.

For the Independence Day celebration in 2019, the White House Office wishes to host an event at the Lincoln Memorial as part of the national celebration event (“the Event”). The Event will complement the National Park Service’s activities and honor the best of America, including the military, and feature a speech by the President of the United States (“the Event”). In addition to celebrating the Nation’s independence, the Event will promote public awareness, and appreciation of, the National Mall and Memorial Parks, the National Park System, and stewardship of the Nation’s natural and cultural resources.

This Agreement sets forth the responsibilities of the National Park Service and the White House Office (collectively, the Parties) with regard to the planning of, preparation for, and execution of the Event.

II. AUTHORITY

The National Park Service enters into this agreement pursuant to: the National Park Service Organic Act, 54 U.S.C. § 100101 et seq.; the Take Pride in America Act, 16 U.S.C. § 4601 et seq.; and any other applicable authorities.

III. STATEMENT OF PURPOSE

The purpose of this Agreement is to memorialize the understanding between the Parties regarding their roles and responsibilities with respect to the Event.

IV. RESPONSIBILITIES OF THE PARTIES

A. NATIONAL PARK SERVICE RESPONSIBILITIES

- a. **Program.** The National Park Service agrees to expand its traditional Independence Day program to include the Event and will communicate and cooperate with the White House Office regarding the planning and execution of the Event, which will take place on July 4, 2019, in the afternoon and evening hours in the area depicted in the diagram(s) that will be attached to the permit (the "Event Area"). The National Park Service will consult regularly with the White House Office on all matters related to the Event and coordinate the scope, scale, and nature of the Event. The National Park Service will coordinate the Event with its other activities with respect to the celebration of Independence Day.
- b. **Communications.** With respect to its traditional Independence Day program, the National Park Service regularly coordinates preparedness, and the dissemination of event and safety information, with the District of Columbia and other relevant entities. Under no circumstances shall any communications relating to this event include partisan political activity. Partisan political activity is any activity directed towards the success or failure of a partisan political candidate, political party, or partisan political group or organization.
- c. **Permission to Use the Event Area.** The National Park Service will work with the White House Office in order to ensure that the Event, and activities associated with the Event, are authorized by an appropriate permit, consistent with the terms of this Agreement and applicable laws, National Park Service policies, and regulations, including 36 C.F.R. § 7.96(g).
- d. **Law Enforcement.** The National Park Service agrees to provide appropriate levels of law enforcement and traffic control in the Event Area and in affected nearby park areas administered by the National Park Service, and agrees to coordinate or undertake directly to enforce, as it deems appropriate, all applicable laws and regulations pertaining to conduct of persons within the Event Area on Thursday, July 4, 2019, during the Event.
- e. **Emergency Services.** The National Park Service will provide or arrange for emergency equipment and services, including first-aid, and lost-and-found, when applicable.
- f. **Payment.** While the White House Office will be responsible for contracting with an event management company for the Event, the National Park Service intends to enter into a reimbursable agreement with the White House Office to cover the cost the Event.
- g. **Donations to the National Park Service.** In the event that donated funds, services, or other contributions are offered in support of the Event, the National Park Service will promptly evaluate and determine whether to accept such offers using its procedures established in Director's Order #21. The National Park Service will also coordinate with the White House Office and any potential philanthropic partners regarding the details of

any proposed donation, including the identity of the donor, the type of donation, and its expected use, and obtain its concurrence prior to acceptance. Any donor recognition or presentation of the donation by the donor will be consistent with the National Mall and Memorial Parks Donor Recognition Plan, National Park Service Director's Order 21: Donations and Philanthropic Partnerships (chapter 8), the Commemorative Works Act (40 U.S.C. 8901-8909), and Section 3054 of Public Law 113-291 (Dec. 19, 2014).

- h. **Contact for the National Park Service.** For purposes of this Agreement, the key contact for the National Park Service is:

Jeffrey P. Reinbold
Acting Superintendent,
National Mall and Memorial Parks
(202) 245-4661

B. THE WHITE HOUSE OFFICE RESPONSIBILITIES

- a. **Program.** The White House Office agrees to host the Event in coordination with and as a supplement to the 4th of July celebration program hosted by the National Park Service. The White House Office agrees to communicate and cooperate with the National Park Service in planning and executing the Event, including but not limited to, consulting regularly with the National Park Service on all matters related to the Event and coordinating the scope, scale, and nature of the Event.
- b. **Communications.** The White House Office will generate all content for all printed materials to be distributed related to the Event, and shall coordinate all press conferences in connection with the Event subject to the involvement and review of the National Park Service. Under no circumstances shall any communications relating to this event include partisan political activity. Partisan political activity is any activity directed towards the success or failure of a partisan political candidate, political party, or partisan political group or organization.
- i. The White House Office shall provide the National Park Service with a single copy of any and all press releases relating to the Event.
- ii. At least 48 hours prior to the Event, the White House Office shall provide the National Park Service, for its approval, any item to be disseminated to the public including visitors, participants, volunteers, and guests at the Event. These two copies are to become the property of the National Park Service.
- c. **Permission to Use the Event Area.** The White House Office will work with the National Park Service in order to ensure that the Event, and activities associated with the Event, are authorized by an appropriate National Park Service permit, consistent with the terms of this Agreement and applicable laws, National Park Service policies, and regulations, including 36 C.F.R. § 7.96(g).
- d. **Budget.** The White House Office agrees to submit a budget to the National Park Service for its approval and agrees to provide the National Park Service the opportunity to consider and comment on any entities the White House Office proposes to retain to work on the Event.

- e. **Ticket Distribution.** The White House Office shall be responsible for managing all ticket distribution, if applicable. Ticket distribution shall in no way be based on any partisan political considerations. Ticket distribution shall in no way be based on any partisan political considerations.

- f. **Service Agreement.** The White House Office will enter into a Service Agreement with an event management firm hired to manage the production of the event (the "Service Agreement"), in accordance with applicable Federal procurement laws, regulations, and standards. This Service Agreement will be submitted to the National Park Service for their approval prior to execution, and will include an approved budget for the Event.
 - i. The White House Office agrees to facilitate close cooperation between the event management firm hired to execute the Event and the National Park Service in planning, developing, implementing, and administering the Event, including but not limited to consulting regularly with the National Park Service on all matters related to the Event, coordinating the scope, scale, and nature of the Event, and compliance with applicable National Park Service policies and permit terms, including, but not limited to, applicable turf management and fire management policies.

 - ii. The Service Agreement will require the event management firm to comply with applicable National Park Service guidelines and policies including: the Lincoln Memorial Guidelines for Special Events and Demonstrations; the Special Events Planning Guide for the National Mall and Memorial Parks; and, Secretarial Order #3326: Management and Protection of the National Mall and Its Historic Landscapes.

 - iii. The Service Agreement will require the event management firm to provide the following goods and services for the Event:
 - 1. Production/AV equipment, staging, generators, lighting, and any other equipment or supplies related to the production and tear down (to include clean up) of the Event;

 - 2. If applicable, Event production, simulcasting live and pre-recorded videos, telecasts and performances for television and digital;

 - 3. If applicable, broadcast production management;

 - 4. Adequate security for the site, including for tents, tables and chairs, production equipment, generators, and any other equipment placed in the Event Area starting the day that such equipment arrives and for the duration of time such equipment remains in the Event Area.

 - 5. If required, a VIP seating area, including accessible and non-accessible restroom support.

 - iv. The Service Agreement shall provide that any use or mention of the retained entity's involvement in the Event in any press release, advertising, corporate annual report, or any other promotional material or activity is subject to the approval of the White House Office and the National Park Service. The Service

Agreement shall also require the retained entity to similarly restrict any entity it retains in furtherance of that Agreement

v . The Service Agreement shall include a term providing that neither the event management firm, nor any other vendor or contractor or other entity engaged, affiliated with the event management firm, shall make any representations which would suggest an endorsement by the White House Office or the national Park Service of the event management firm, its vendors, contractors, or any other entity.

vi. The Service Agreement shall require that the event management firm retained to execute the activities under this Agreement do the following:

1. Hold the event management firm fully responsible for the management, performance, use, and safety of the elements to be provided by it and indemnify the National Park Service and the White House Office from and against any action, claim, demand or liability, including reasonable attorney's fees, to the extent such claim arises out of the actions or omissions of its directors, officers, employees, contractors, subcontractors or agents, except in the case where such obligations or liabilities arise from the United States of America's negligence or misconduct.
2. State that in no event shall the United States Government be liable to the event management firm or any third party for any special, consequential, incidental or punitive damages arising out of or relating to this Agreement, or with respect to any claim, demand, action or other proceeding relating to the Agreement, however caused, and on any theory of liability (including without limitation, negligence).
3. Procure commercial general liability insurance with available coverage limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate, \$1,000,000.00 Products and Completed Operations, \$1,000,000.00, Workers' Compensation in statutory limits, Automobile Liability per occurrence combined single limit for bodily injury and property damage liability; \$1,000,000.00 Personal and Advertising Injury; Errors & missions \$1,000,000.00 per occurrence (including liability assumed under the contract) and \$50,000.00 Fire Damage, Legal, and umbrella or excess liability insurance with available coverage limits of not less than \$15,000,000.00. All such policies must be issued by one or more responsible and rated U.S. based insurance carriers. The United States of America shall be named as an additional insured on such liability policies. All such policies shall specify that the insured shall have no right of subrogation against the United States of America for payment of any premiums and deductibles due thereunder.
4. Indemnify, save and hold harmless and defend the United States of America against all actions, claims, demands or liabilities arising out of the actions or omissions of such event management company or its directors, officers, employees, contractors, subcontractors, and agents, except in the case where such obligations or liabilities arise from the

United States of America's negligence or misconduct.

5. Name the United States of America as a third party beneficiary to the Service Agreement.
 6. Pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by such person, organization, its representatives, contractors or employees.
- vii. The Service Agreement shall require the event management firm to cooperate in any activities necessary to protect and enforce the White House Office's or the National Park Service's respective intellectual property rights.
 - viii. All work performed in connection with the Event shall be subject to inspections and approval by National Park Service management and safety personnel.
- g. **Contractor/Vendor Coordination.** The White House Office will ensure its event management firm and any other contractor or vendor that it retains to work on the Event, coordinate with all other vendors, entities or contractors performing services in connection with the Event (including food and beverage vendors) and comply with all applicable requirements including, but not limited to, applicable National Park Service policies and any requirements in the applicable National Park Service permit.
 - h. **Broadcasting.** The White House Office will be responsible for making any arrangements to record, film, live stream or simulcast the Event, but will do so in coordination and consultation with the National Park Service and subject to any required National Park Service approvals.
 - i. **Documents.** The White House Office will provide the National Park Service a single copy of the following items, with those in items #1-4 by June 25, 2019:
 - i. Any and all Certificates of Insurance of which the event management company or its contractors are the policy holder that relate or potentially relate to their performance of activities related to the Event.
 - ii. Any and all contracts between the White House Office and any entities who will perform or provide services at the Event.
 - iii. Any and all site plans of the Event Area created for the Event.
 - iv. Any other document pertaining to the Event that may be useful for archival purposes.
 - j. **Donations to the National Park Service.** In the event that the White House Office identifies possible donations of funds, services, or other contributions to support the event, it will coordinate with the National Park Service regarding the details of the proposed donation, including the identity of the donor, the type of donation, and its expected use, and facilitate communication between the prospective donor and the National Park Service.

- k. **Contact for the White House Office.** For purposes of this Agreement, the key contact for The White House Office is:

Ms. Monica Block
Deputy Assistant to the President
Director, White House Management & Administration
Office Telephone: 202-456-5400

V. GENERAL PROVISIONS

- A. **Meeting.** The Parties agree to meet as needed in advance of the Event to address any developments and ensure the success of the Event.
- B. **Media Coverage.** All press conferences and press releases shall be subject to prior review and approval by both Parties.
- C. **Filming and Broadcasting.** Except as otherwise provided in this Agreement, no contractor, subcontractor, vendor, or entity engaged by the White House Office is permitted to record, film, live stream or simulcast the Event without the express prior written approval of both the White House Office and the National Park Service.
- D. **Event Area Advertising.** Before, during, and after the Event, the Parties agree that the Event Area shall not be used for any promotion or advertisement of commercial brands, products, companies, or services, without prior written approval of both Parties.
- E. **Compliance with Laws.** The Parties shall comply with all applicable laws and regulations, including the Hatch Act of 1939, 5 U.S.C. § 7324, and appropriations law restrictions relating to publicity, propaganda, self-aggrandizement, and lobbying Congress. This Agreement is subject to all laws, regulations, and rules governing National Park Service property, whether now in force or hereafter enacted or promulgated. The Parties note the National Park Service's policy prohibiting helium-filled balloons, which may neither be distributed nor used as part of any display connected with the Event. The Parties also note the National Park Service's prohibition on the use of unmanned aircraft (drones) at each Event, including launching, landing, operating or flying over. Nothing in the Agreement shall be construed as in any way impairing the general powers of the National Park Service for supervision, regulation, and control of its property under such applicable laws, regulations, and rules. Meeting the terms of this Agreement shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
- F. **No Violation of the Anti-Deficiency Act.** Nothing in this Agreement shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose or to involve the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations [31 U.S.C. § 1341 (a)(1)].
- G. **Intellectual Property and Licenses.** Both during the term of this Agreement and thereafter, any entities retained by the White House Office in furtherance of this Agreement, shall fully cooperate with The White House Office and the National Park Service in the protection and enforcement of any intellectual property rights that may derive as a result of the activities and services performed under the Service Agreement. This shall include preparing, executing,

acknowledging, and delivering to The White House Office and National Park Service all documents and papers that may be necessary to enable The White House Office and the National Park Service to protect and enforce their respective intellectual property rights.

H. Severable. If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions.

I. Duration of Agreement. The Agreement shall remain in force through August 31, 2019.

J. Termination. This Agreement may be terminated at any time by The White House Office or the National Park Service for the convenience of the government. All Parties shall be notified in writing within two business days following any termination.

K. Modifications. This Agreement may be modified in writing with the dated signatures of all the Parties. The modification shall be affixed to the Agreement to become part thereof.

L. Execution Date. This Agreement shall be effective upon the date that it is signed by both Parties.

V. AUTHORIZING SIGNATURES

For the National Park Service

By: 

P. Daniel Smith

Date

06/12/19

Deputy Director

Exercising Authority of the Director

For The White House Office

MONICA

Digitally signed by
MONICA BLOCK
Date: 2019.06.25
09:33:24 -04'00'

By: **BLOCK**

Monica J. Block

Date

Deputy Assistant to the President

Director, White House Management & Administration



THE SECRETARY OF THE INTERIOR
WASHINGTON

JUL 12 2019

The Honorable Patrick Leahy
Vice Chairman
Committee on Appropriations
United States Senate
Washington, DC 20510

Dear Senator Leahy:

I am in receipt of your June 18, 2019 correspondence, cosigned by Senators Udall and Van Hollen, concerning the annual Independence Day celebration on the National Mall. For more than half a century, the National Park Service has been at the heart of the Independence Day festivities on the National Mall. Independence Day is identified as a “national celebration event” under the National Park Service’s special regulations for the National Capital Region, and for good reason.

Two hundred and forty-three years ago, the Continental Congress voted to declare our independence from Great Britain. At that time, John Adams wrote to his wife that it “... will be celebrated, by succeeding Generations, as the great anniversary Festival...” and that the celebration “ought to be solemnized with Pomp and Parade, with Shews, Games, Sports, Guns, Bells, Bonfires and Illuminations from one End of this Continent to the other from this Time forward forever more.” That legacy lives on, as we celebrate American Independence among the monuments and the memorials to the service men and women who have defended the United States.

The National Park Service is the lead agency for the Independence Day celebration, and works to ensure appropriate services for visitors celebrating the Fourth of July on the National Mall. This year, in addition to the National Independence Day Parade, the Capitol Fourth Concert, and the fireworks display, the celebration was expanded to include the *Salute to America*. President Trump noted at the event that “[o]ur Nation has always honored the heroes who serve our communities. The firefighters, first responders, police, sheriffs, ICE, border patrol, and all of the brave men and women of law enforcement. On this July 4th, we pay special tribute to the military service members who laid down their lives for our Nation.”

Honoring our military on the Fourth of July is also a bipartisan tradition. In 1987, President Ronald Reagan, speaking at the steps of the Jefferson Memorial, announced a “Star Spangled Salute to America.” Similarly, after the success of Operation Desert Storm and Desert Shield, we celebrated our country, and the men and women who wear its uniform, with a parade, flyovers, and fireworks at the National Victory Celebration in 1991. And in his 2016 remarks on Independence Day, President Barack Obama recognized that “...our freedoms are dependent on an incredible group of men and women in uniform and their families who look out for us every single day.”

Presidents Reagan, H.W. Bush, Clinton, W. Bush, and Obama, as well as Nixon, Truman, Roosevelt, and Adams, are just a few of our leaders who have heralded the men and women in uniform and their families who keep us safe every day on the Fourth of July.

This year's *Salute to America* honored the enduring heroism and endless sacrifices that our men and women in uniform and their families make to keep America the land of the free and home of the brave. The President of the United States, as Commander-in-Chief, honored each of the Nation's five service branches saying, "[t]oday, we come together as ONE NATION with this very special *Salute to America*. We celebrate our history, our people, and the heroes who proudly defend our flag—the brave men and women of the United States Military!"

This expanded celebration not only included music, military demonstrations, and flyovers, it also expanded public access to the places we manage. For the first time in recent memory we opened the Lincoln Memorial Reflecting Pool, Constitution Gardens, and the World War II Memorial to the public on July 4th. Opening these central locations allowed the public to more meaningfully enjoy the National Mall and the Independence Day celebrations. These areas had been closed in the past due to the previous fireworks safety zone. Instead, we designated West Potomac Park and the area behind the Lincoln Memorial as the 2019 fireworks fallout zone. We also enhanced our fireworks display with a combination of the NPS-contracted Garden State Fireworks and with a donation of fireworks by Phantom Fireworks and Fireworks by Grucci.

Regarding the production of the *Salute to America*, the White House and the National Park Service entered into a Memorandum of Agreement delineating the roles and responsibilities of each party in regards to the planning of, preparation for, and execution of the *Salute to America* event. I am enclosing a copy of that document for your review. I believe it will answer many of the questions that you have. For example, while it should be clear to all who attended or viewed the event and heard the President's remarks that evening that this was not a partisan event, I want to highlight language in this document that makes clear that "under no circumstances shall any communications relating to this event include partisan political activity." The agreement also made clear that all laws would be complied with, including the Hatch Act of 1939. These requirements were applicable to both the National Park Service and the White House with respect to this event.

In response to your questions related to cost, the National Park Service annually budgets, and Congress has appropriated funding to be used for the Independence Day celebration.

For this year's event, the National Park Service used funds from the Operation of the National Park System, Centennial Challenge (discretionary), and Recreation Fees Accounts to provide personnel, emergency medical services, fireworks display, fencing/barricades, tents, toilets, and supplies, among other things, to visitors to the National Mall. This year, the National Park Service was also able to match the significant asset donation of fireworks by Phantom Fireworks and Fireworks by Grucci with funds from the NPS Centennial Challenge discretionary appropriation to support its costs related to the expanded fireworks display.

In addition, Congress specifically earmarked appropriated funds for the Capitol Fourth Concert, which is staged directly on the U.S. Capitol grounds. In fact, Congress provided more than \$7 million (including a \$900,000 increase over prior years) in taxpayer funding through Public Law 115-245 (Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019) and Public Law 116-6 (Consolidated Appropriations Act, 2019) to continue the Capitol Concerts series, including the planned Fourth of July concert at the U.S. Capitol. The funds appropriated to the Department of Defense were obligated to the National Park Service via inter-agency agreement, combined with the funds appropriated to the National Park

Service, and then obligated to Capital Concerts, Inc. and the National Symphony Orchestra Association via cooperative agreement.

The costs associated with these programs are displayed in the tables below. Note that where the cooperative agreements do not specifically display costs for the National Park Service or the Department of Defense, the agencies' shares were estimated as a percent of the total.

National Park Service Firework Display and Operations

	FY 2017	FY 2018	FY 2019 (estimated)
NPS Event Operations / Firework Show*	\$1,241,462	\$1,250,754	\$1,604,000
Total	\$1,241,462	\$1,250,754	\$1,604,000

**Funding from the NPS Operations Account and the NPS Centennial Challenge Account*

A Capitol Fourth at the U.S. Capitol

	FY 2017	FY 2018	FY 2019 (estimated)
National Symphony Orchestra- Appropriations*	\$176,762	\$177,378	\$178,210
Capital Concerts, Inc. - Appropriations*	\$308,794	\$308,394	\$323,000
Capital Concerts - Appropriations**	\$2,784,564	\$2,780,224	\$3,389,089
Total	\$3,270,120	\$3,265,996	\$3,890,299

**Funding provided from National Capital Area Performing Arts Program, NPS Operations Account*

***Funding provided through the Department of Defense Appropriations*

Memorial Day Concert at the U.S. Capitol

	FY 2017	FY 2018	FY 2019 (estimated)
National Symphony Orchestra – Appropriations*	\$176,762	\$177,378	\$178,210
Capital Concerts, Inc. - Appropriations*	\$274,539	\$277,001	\$265,442
Capital Concerts, Inc. - Appropriations**	\$2,475,000	\$2,497,931	\$2,784,728
Total	\$2,926,301	\$2,952,310	\$3,228,380

**Funding provided from National Capital Area Performing Arts Program, NPS Operations Account*

***Funding provided through the Department of Defense Appropriations*

Labor Day Concert at the U.S. Capitol

	FY 2017	FY 2018	FY 2019 (estimated)
National Symphony Orchestra – Appropriations*	\$88,381	\$88,689	\$89,105
National Symphony Orchestra – Appropriations***	\$4,500	\$4,500	\$4,500
Total	\$92,881	\$93,189	\$93,605

*Funding provided from National Capital Area Performing Arts Program, NPS Operations Account

***Funding provided from National Mall and Memorial Parks, NPA Operations Account

Administrative and Indirect Costs for Independence Day, Memorial Day, and Labor Day Concerts at the U.S. Capitol

	FY 2017	FY 2018	FY 2019 (estimated)
National Symphony Orchestra - Appropriations*	\$82,095	\$80,555	\$78,475
Capital Concerts, Inc. – Appropriations*	\$26,667	\$24,605	\$21,558
Capital Concerts, Inc. – Appropriations**	\$240,436	\$221,845	\$226,183
Total	\$349,198	\$327,005	\$326,216

*Funding provided from National Capital Area Performing Arts Program, NPS Operations Account

**Funding provided through the Department of Defense Appropriations

Salute to America at Lincoln Memorial

	FY 2017	FY 2018	FY 2019 (estimated)
NPS Recreation Fees*	n/a	n/a	\$2,450,000
Total	n/a	n/a	\$2,450,000

*Federal Lands Recreation Enhancement Act (FLREA) funds

As noted above, the National Park Service used moneys collected under the Federal Lands Recreation Enhancement Act (FLREA) to ensure that appropriate visitor services and facility enhancements were provided for the expanded Independence Day celebration. It is worth noting that the amount of FLREA funds expended for this year's Fourth of July celebration are significantly less than the amounts that Congress appropriated for the concerts at the U.S. Capitol.

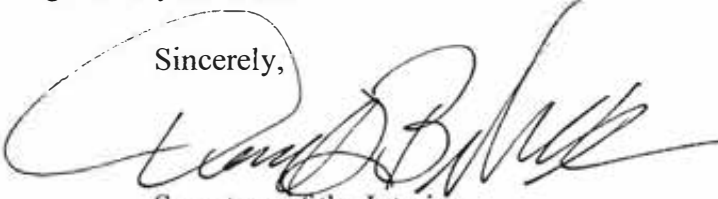
With respect to the use of FLREA funds, based on the statutory text of FLREA and generally understood principles of statutory interpretation, the Department of the Interior is clearly within the bounds of its authority in taking these actions.

The use of FLREA funds for this type of event is also consistent with past practice. In accordance with law, FLREA funds have long been used by the National Park Service for celebratory events to enhance the visitor experience and to provide critical safety when there is a temporary influx of people. For example, the National Park Service used over \$500,000 in FLREA funds for the Abraham Lincoln Bicentennial Commencement and the related 2009 Lincoln Memorial re-dedication event on the National Mall. Similarly, in 2013, the National Park Service celebrated the 50th Anniversary of the March on Washington with almost \$500,000 in FLREA funds to support the event, which included executive branch officials, members of Congress, and celebrities. And, in 2016 alone, the National Park Service used over \$3.4 million of FLREA funds to celebrate its own 100th anniversary, spending \$800,000 on its August 2016 celebratory event on the National Mall.

I had previously transmitted copies of the Fiscal Year (FY) 2017 and 2018 National Park Service projects funded with FLREA funds to the Subcommittee on Interior, Environment and Related Agencies. For your convenience, I am enclosing copies of documents listing such projects for FY 2014 through FY 2018. A review of these documents will provide you with additional information on how FLREA funds have been used by the National Park Service for a wide range of such public events that enhance the visitor experience.

Finally, it is important to reiterate that our great Nation's birth and the men and women who defend it have always been celebrated by all. This year the Independence Day celebration on the National Mall was enjoyed by visitors to the National Mall and millions of viewers at home. While some have attempted to cast this celebratory evening as partisan political activity, it is clear from the event itself, the President's remarks that evening, and the plain language of the Memorandum of Agreement that this was not a partisan event.

Similar responses are being sent to the co-signers of your letter.

Sincerely,

Secretary of the Interior

Enclosures

cc: The Honorable Lisa Murkowski
Chairman, Subcommittee on the Interior, Environment, and Related Agencies

The Honorable Lisa Murkowski
Chairman, Committee on Energy and Natural Resources

The Honorable Joe Manchin
Ranking Member, Committee on Energy and Natural Resources

ENCLOSURE

Examples of Events Paid/Partially Paid for by Recreation Fees

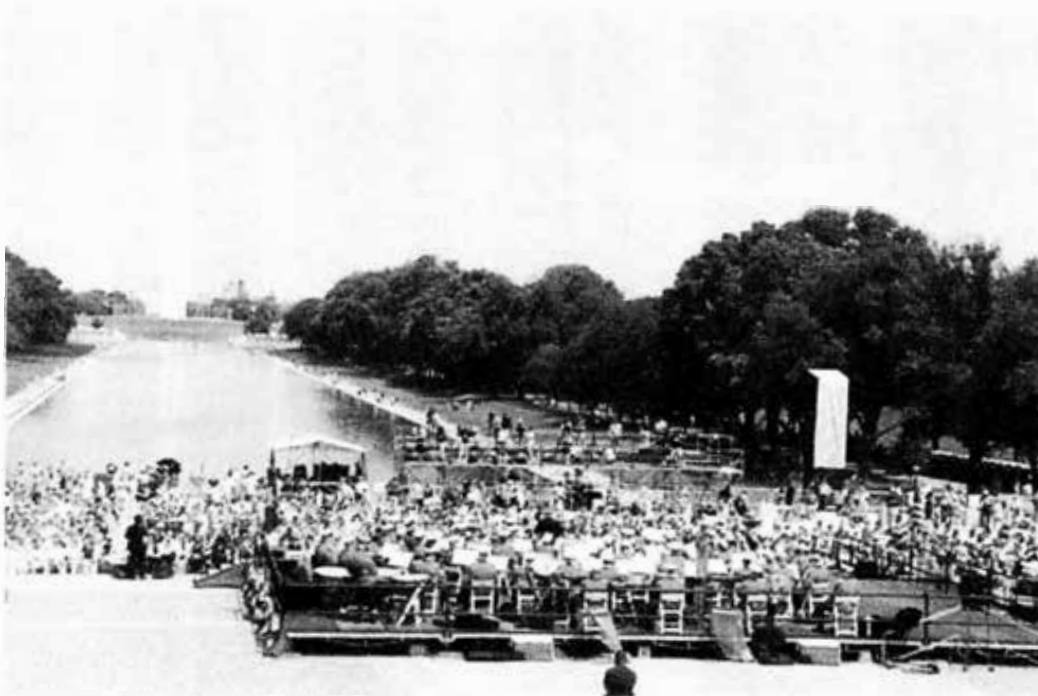
Year: 2009

Park: National Mall and Memorial Parks

Description: Lincoln 200th Anniversary of Birth/ Lincoln Memorial Re-Dedication Event



Source: Department of the Interior



Source: Department of the Interior



Source: Department of the Interior

Year: 2013

Park: National Mall and Memorial Parks

Description: 50th Anniversary of the March on Washington



Source: <https://www.usatoday.com/story/news/nation/2013/08/24/march-washington-50th-anniversary-martin-luther-king/2693667/>



Source: <https://www.cnn.com/2013/08/28/us/gallery/march-on-washington-50th-anniversary/index.html>



Source: <http://www.msnbc.com/msnbc/watch-50th-anniversary-mlks-march>

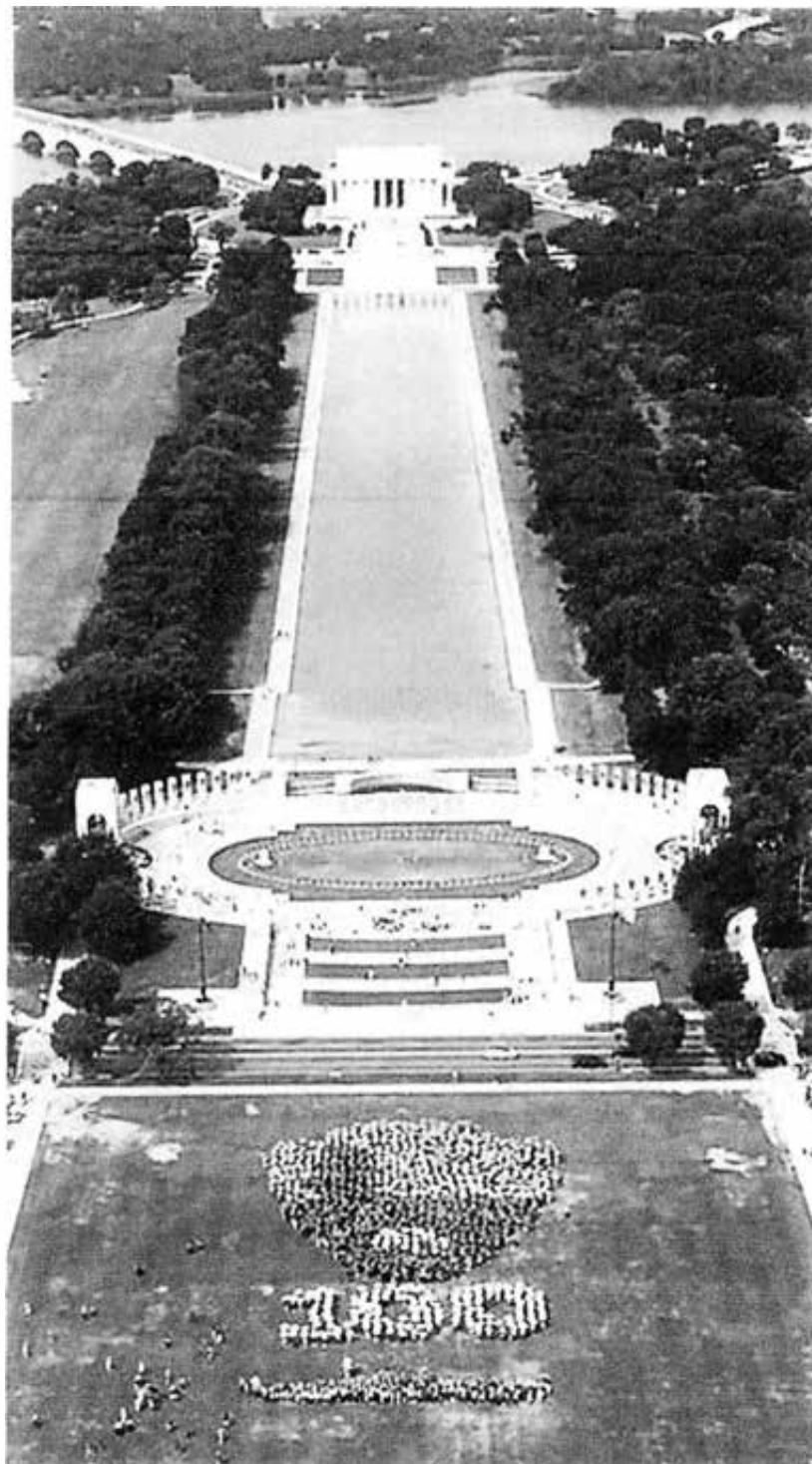


Source: <https://www.cnn.com/2013/08/28/us/gallery/march-on-washington-50th-anniversary/index.html>

Year: 2016

Park: National Mall and Memorial Parks

Description: Support National Park Service Centennial Celebration Event on the National Mall



Source: Department of the Interior



Source: Department of the Interior



Source: Department of the Interior

Congressional Friends of the National Park Service Centennial:

The Honorable Rob Bishop (R-UT-1), Co-Chair	The Honorable Rob Portman (R-OH), Co-Chair
The Honorable Raúl Grijalva (D-AZ-3), Co-Chair	The Honorable Lamar Alexander (R-TN)
The Honorable Ron Kind (D-WI-3), Co-Chair	The Honorable Tammy Baldwin (D-WI)
The Honorable Dave Reichert (R-WA-8), Co-Chair	The Honorable Michael Bennet (D-CO)
The Honorable Alma Adams (D-NC-12)	The Honorable Richard Blumenthal (D-CT)
The Honorable Dan Benishek (R-MI-1)	The Honorable Cory Booker (D-NJ)
The Honorable Don Beyer (D-VA-8)	The Honorable Maria Cantwell (D-WA)
The Honorable Brendan Boyle (D-PA-13)	The Honorable Shelley Moore Capito (R-WV)
The Honorable Robert A. Brady (D-PA-1)	The Honorable Ben Cardin (D-MD)
The Honorable Julia Brownley (D-CA-26)	The Honorable Tom Carper (D-DE)
The Honorable Bradley Byrne (R-AL-1)	The Honorable Robert P. Casey, Jr. (D-PA)
The Honorable Ken Calvert (R-CA-42)	The Honorable Thad Cochran (R-MS)
The Honorable Lois Capps (D-CA-24)	The Honorable Susan Collins (R-ME)
The Honorable Mike Capuano (D-MA-7)	The Honorable Chris Coons (D-DE)
The Honorable Matt Cartwright (D-PA-17)	The Honorable Tom Cotton (R-AR)
The Honorable Kathy Castor (D-FL-14)	The Honorable Al Franken (D-MN)
The Honorable Judy Chu (D-CA-27)	The Honorable Kirsten Gillibrand (D-NY)
The Honorable Katherine M. Clark (D-MA-5)	The Honorable Martin Heinrich (D-NM)
The Honorable Wm. Lacy Clay (D-MO-1)	The Honorable Heidi Heitkamp (D-ND)
The Honorable Tom Cole (R-OK-4)	The Honorable Mazie Hirono (D-HI)
The Honorable Barbara Comstock (R-VA-10)	The Honorable John Hoeven (R-ND)
The Honorable Gerry Connolly (D-VA-11)	The Honorable Johnny Isakson (R-GA)
The Honorable Jim Costa (D-CA-16)	The Honorable Tim Kaine (D-VA)
The Honorable Ryan Costello (R-PA-6)	The Honorable Angus King (I-ME)
The Honorable Kevin Cramer (R-ND-At Large)	The Honorable Amy Klobuchar (D-MN)
The Honorable Carlos Curbelo (R-FL-26)	The Honorable Pat Leahy (D-VT)
The Honorable Peter DeFazio (D-OR-4)	The Honorable Diana DeGette (D-CO-1)
The Honorable John Delaney (D-MD-6)	The Honorable Mark DeSaulnier (D-CA-11)
The Honorable Suzan DelBene (D-WA-1)	The Honorable Mario Diaz-Balart (R-FL-25)
United States Senate	The Honorable Debbie Dingell (D-MI-12)
The Honorable Barbara Boxer (D-CA), Co-Chair	The Honorable Lloyd Doggett (D-TX-35)
	The Honorable Robert Dold (R-IL-10)

The Honorable Donna Edwards (D-MD-4)
The Honorable Keith Ellison (D-MN-5)
The Honorable Eliot Engel (D-NY-16)
The Honorable Sam Farr (D-CA-20)
The Honorable Chuck Fleischmann (R-TN-3)
The Honorable Jeff Fortenberry (R-NE-1)
The Honorable Rodney P. Frelinghuysen (R-NJ-11)
The Honorable Marcia L. Fudge (D-OH-11)
The Honorable Tulsi Gabbard (D-HI-2)
The Honorable Diana DeGette (D-CO-1)
The Honorable John Garamendi (D-CA-3)
The Honorable Chris Gibson (R-NY-19)
The Honorable Robert W. Goodlatte (R-VA-6)
The Honorable Kay Granger (R-TX-12)
The Honorable Brett Guthrie (R-KY-2)
The Honorable Cresent Hardy (R-NV-4)
The Honorable Denny Heck (D-WA-10)
The Honorable Joe Heck (R-NV-3)
The Honorable French Hill (R-AR-2)
The Honorable Steny Hoyer (D-MD-5)
The Honorable Jared Huffman (D-CA-2)
The Honorable Will Hurd (R-TX-23)
The Honorable Steve Israel (D-NY-3)
The Honorable Evan Jenkins (R-WV-3)
The Honorable Marcy Kaptur (D-OH-9)
The Honorable John Katko (R-NY-24)
The Honorable William Keating (D-MA-9)
The Honorable Trent Kelly (R-MS-1)
The Honorable Joseph P. Kennedy (D-MA-4)
The Honorable Derek Kilmer (D-WA-6)
The Honorable Ann Kirkpatrick (D-AZ-1)
United States House of Representatives

The Honorable Joe Manchin III (D-WV)
The Honorable Ed Markey (D-MA)
The Honorable John McCain (R-AZ)
The Honorable Bob Menendez (D-NJ)
The Honorable Barbara Mikulski (D-MD)
The Honorable Patty Murray (D-WA)
The Honorable Bill Nelson (D-FL)
The Honorable Gary Peters (D-MI)
The Honorable Jack Reed (D-RI)
The Honorable Harry Reid (D-NV)
The Honorable Mike Rounds (R-SD)
The Honorable Bernard Sanders (I-VT)
The Honorable Brian Schatz (D-HI)
The Honorable Debbie Stabenow (D-MI)
The Honorable Jon Tester (D-MT)
The Honorable Tom Udall (D-NM)
The Honorable Sheldon Whitehouse (D-RI)
The Honorable Ron Wyden (D-OR)
The Honorable Doug Lamborn (R-CO-5)
The Honorable Leonard Lance (R-NJ-7)
The Honorable John Larson (D-CT-1)
The Honorable Brenda Lawrence (D-MI-14)
The Honorable Sheila Jackson Lee (D-TX-18)
The Honorable Alan Lowenthal (D-CA-47)
The Honorable Stephen Lynch (D-MA-8)
The Honorable Carolyn B. Maloney (D-NY-12)
The Honorable Betty McCollum (D-MN-4)
The Honorable Jim McGovern (D-MA-2)
The Honorable Jerry McNerney (D-CA-9)
The Honorable Seth W. Moulton (D-MA-6)
The Honorable Jerrold Nadler (D-NY-10)
The Honorable Richard Nolan (D-MN-8)
The Honorable Eleanor Holmes Norton

(D-DC-At Large)
 The Honorable Bill Pascrell, Jr. (D-NJ-9)
 The Honorable Erik Paulsen (R-MN-3)
 The Honorable Nancy Pelosi, House Democratic
 Leader (D-CA-12)
 The Honorable Scott Perry (R-PA-4)
 The Honorable Scott Peters (D-CA-52)
 The Honorable Pedro R. Pierluisi (D-PR-At
 Large)
 The Honorable Chellie Pingree (D-ME-1)
 The Honorable Jared Polis (D-CO-2)
 The Honorable David Price (D-NC-4)
 The Honorable Aumua Amata Coleman
 Radewagen
 (R-At Large-AS)
 The Honorable Charles B. Rangel (D-NY-13)
 The Honorable Reid Ribble (R-WI-8)
 The Honorable Phil Roe (R-TN-1)
 The Honorable Ileana Ros-Lehtinen (R-FL-27)
 The Honorable Tim Ryan (D-OH-13)
 The Honorable Gregorio Kilili Camacho Sablan
 (DMP-At Large)
 The Honorable John P. Sarbanes (D-MD-3)
 The Honorable Jan Schakowsky (D-IL-9)
 The Honorable Bobby Scott (D-VA-3)
 The Honorable Terri Sewell (D-AL-7)
 The Honorable Albio Sires (D-NJ-8)
 United States House of Representatives
 The Honorable Lamar Smith (R-TX-21)
 The Honorable Jackie Speier (D-CA-14)
 The Honorable Elise Stefanik (R-NY-21)
 The Honorable Mark Takai (D-HI-1)
 The Honorable Mike Thompson (D-CA-5)

The Honorable Niki Tsongas (D-MA-3)
 The Honorable Chris Van Hollen (D-MD-8)
 The Honorable Filemon Vela (D-TX-34)
 The Honorable Peter Visclosky (D-IN-1)
 The Honorable Bonnie Watson Coleman (D-NJ-
 12)
 The Honorable Peter Welch (D-VT-At Large)
 The Honorable Bruce Westerman (R-AR-4)
 The Honorable Rob Wittman (R-VA-1)
 The Honorable Rob Woodall (R-GA-7)

Year: 2016

Park: Glacier National Park

Description: Support National Park Service Centennial Celebration Event



Source: Department of the Interior



Source: Department of the Interior

Year: 2019

Park: National Mall and Memorial Parks

Description: Salute to America



Source: Department of the Interior

MEMORANDUM OF AGREEMENT

BETWEEN

**THE UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE**

AND

THE WHITE HOUSE OFFICE

FOR FOURTH OF JULY EVENT AT THE LINCOLN MEMORIAL

I. BACKGROUND

The United States Department of the Interior, National Park Service is charged with promoting and regulating the use of units of the National Park System, and with providing for the public enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations. The Lincoln Memorial and its grounds are included within the National Mall and Memorial Parks, a unit in the National Park System regulated and administered by the National Park Service.

Independence Day is identified as a “national celebration event” under the National Park Service’s special regulations for the National Capital Region, 36 C.F.R. § 7.96(g). For more than half a century, the National Park Service has been at the heart of the Independence Day festivities on the National Mall and every year thousands of people come together on the Mall in honor of the founding of our nation. The National Park Service arranges in advance for fencing, signage, and other logistics and, on the holiday itself, hundreds of National Park Service employees and volunteers work to assist visitors, staff aid stations, collect trash, and provide other support activities on the National Mall, including Ranger talks and programming related to Independence Day at the memorials throughout the day.

For the Independence Day celebration in 2019, the White House Office wishes to host an event at the Lincoln Memorial as part of the national celebration event (“the Event”). The Event will complement the National Park Service’s activities and honor the best of America, including the military, and feature a speech by the President of the United States (“the Event”). In addition to celebrating the Nation’s independence, the Event will promote public awareness, and appreciation of, the National Mall and Memorial Parks, the National Park System, and stewardship of the Nation’s natural and cultural resources.

This Agreement sets forth the responsibilities of the National Park Service and the White House Office (collectively, the Parties) with regard to the planning of, preparation for, and execution of the Event.

II. AUTHORITY

The National Park Service enters into this agreement pursuant to: the National Park Service Organic Act, 54 U.S.C. § 100101 et seq.; the Take Pride in America Act, 16 U.S.C. § 4601 et seq.; and any other applicable authorities.

III. STATEMENT OF PURPOSE

The purpose of this Agreement is to memorialize the understanding between the Parties regarding their roles and responsibilities with respect to the Event.

IV. RESPONSIBILITIES OF THE PARTIES

A. NATIONAL PARK SERVICE RESPONSIBILITIES

- a. **Program.** The National Park Service agrees to expand its traditional Independence Day program to include the Event and will communicate and cooperate with the White House Office regarding the planning and execution of the Event, which will take place on July 4, 2019, in the afternoon and evening hours in the area depicted in the diagram(s) that will be attached to the permit (the "Event Area"). The National Park Service will consult regularly with the White House Office on all matters related to the Event and coordinate the scope, scale, and nature of the Event. The National Park Service will coordinate the Event with its other activities with respect to the celebration of Independence Day.
- b. **Communications.** With respect to its traditional Independence Day program, the National Park Service regularly coordinates preparedness, and the dissemination of event and safety information, with the District of Columbia and other relevant entities. Under no circumstances shall any communications relating to this event include partisan political activity. Partisan political activity is any activity directed towards the success or failure of a partisan political candidate, political party, or partisan political group or organization.
- c. **Permission to Use the Event Area.** The National Park Service will work with the White House Office in order to ensure that the Event, and activities associated with the Event, are authorized by an appropriate permit, consistent with the terms of this Agreement and applicable laws, National Park Service policies, and regulations, including 36 C.F.R. § 7.96(g).
- d. **Law Enforcement.** The National Park Service agrees to provide appropriate levels of law enforcement and traffic control in the Event Area and in affected nearby park areas administered by the National Park Service, and agrees to coordinate or undertake directly to enforce, as it deems appropriate, all applicable laws and regulations pertaining to conduct of persons within the Event Area on Thursday, July 4, 2019, during the Event.
- e. **Emergency Services.** The National Park Service will provide or arrange for emergency equipment and services, including first-aid, and lost-and-found, when applicable.
- f. **Payment.** While the White House Office will be responsible for contracting with an event management company for the Event, the National Park Service intends to enter into a reimbursable agreement with the White House Office to cover the cost the Event.
- g. **Donations to the National Park Service.** In the event that donated funds, services, or other contributions are offered in support of the Event, the National Park Service will promptly evaluate and determine whether to accept such offers using its procedures established in Director's Order #21. The National Park Service will also coordinate with the White House Office and any potential philanthropic partners regarding the details of

any proposed donation, including the identity of the donor, the type of donation, and its expected use, and obtain its concurrence prior to acceptance. Any donor recognition or presentation of the donation by the donor will be consistent with the National Mall and Memorial Parks Donor Recognition Plan, National Park Service Director's Order 21: Donations and Philanthropic Partnerships (chapter 8), the Commemorative Works Act (40 U.S.C. 8901-8909), and Section 3054 of Public Law 113-291 (Dec. 19, 2014).

- h. **Contact for the National Park Service.** For purposes of this Agreement, the key contact for the National Park Service is:

Jeffrey P. Reinbold
Acting Superintendent,
National Mall and Memorial Parks
(202) 245-4661

B. THE WHITE HOUSE OFFICE RESPONSIBILITIES

- a. **Program.** The White House Office agrees to host the Event in coordination with and as a supplement to the 4th of July celebration program hosted by the National Park Service. The White House Office agrees to communicate and cooperate with the National Park Service in planning and executing the Event, including but not limited to, consulting regularly with the National Park Service on all matters related to the Event and coordinating the scope, scale, and nature of the Event.
- b. **Communications.** The White House Office will generate all content for all printed materials to be distributed related to the Event, and shall coordinate all press conferences in connection with the Event subject to the involvement and review of the National Park Service. Under no circumstances shall any communications relating to this event include partisan political activity. Partisan political activity is any activity directed towards the success or failure of a partisan political candidate, political party, or partisan political group or organization.
- i. The White House Office shall provide the National Park Service with a single copy of any and all press releases relating to the Event.
- ii. At least 48 hours prior to the Event, the White House Office shall provide the National Park Service, for its approval, any item to be disseminated to the public including visitors, participants, volunteers, and guests at the Event. These two copies are to become the property of the National Park Service.
- c. **Permission to Use the Event Area.** The White House Office will work with the National Park Service in order to ensure that the Event, and activities associated with the Event, are authorized by an appropriate National Park Service permit, consistent with the terms of this Agreement and applicable laws, National Park Service policies, and regulations, including 36 C.F.R. § 7.96(g).
- d. **Budget.** The White House Office agrees to submit a budget to the National Park Service for its approval and agrees to provide the National Park Service the opportunity to consider and comment on any entities the White House Office proposes to retain to work on the Event.

- e. **Ticket Distribution.** The White House Office shall be responsible for managing all ticket distribution, if applicable. Ticket distribution shall in no way be based on any partisan political considerations. Ticket distribution shall in no way be based on any partisan political considerations.

- f. **Service Agreement.** The White House Office will enter into a Service Agreement with an event management firm hired to manage the production of the event (the "Service Agreement"), in accordance with applicable Federal procurement laws, regulations, and standards. This Service Agreement will be submitted to the National Park Service for their approval prior to execution, and will include an approved budget for the Event.
 - i. The White House Office agrees to facilitate close cooperation between the event management firm hired to execute the Event and the National Park Service in planning, developing, implementing, and administering the Event, including but not limited to consulting regularly with the National Park Service on all matters related to the Event, coordinating the scope, scale, and nature of the Event, and compliance with applicable National Park Service policies and permit terms, including, but not limited to, applicable turf management and fire management policies.

 - ii. The Service Agreement will require the event management firm to comply with applicable National Park Service guidelines and policies including: the Lincoln Memorial Guidelines for Special Events and Demonstrations; the Special Events Planning Guide for the National Mall and Memorial Parks; and, Secretarial Order #3326: Management and Protection of the National Mall and Its Historic Landscapes.

 - iii. The Service Agreement will require the event management firm to provide the following goods and services for the Event:
 - 1. Production/AV equipment, staging, generators, lighting, and any other equipment or supplies related to the production and tear down (to include clean up) of the Event;

 - 2. If applicable, Event production, simulcasting live and pre-recorded videos, telecasts and performances for television and digital;

 - 3. If applicable, broadcast production management;

 - 4. Adequate security for the site, including for tents, tables and chairs, production equipment, generators, and any other equipment placed in the Event Area starting the day that such equipment arrives and for the duration of time such equipment remains in the Event Area.

 - 5. If required, a VIP seating area, including accessible and non-accessible restroom support.

 - iv. The Service Agreement shall provide that any use or mention of the retained entity's involvement in the Event in any press release, advertising, corporate annual report, or any other promotional material or activity is subject to the approval of the White House Office and the National Park Service. The Service

Agreement shall also require the retained entity to similarly restrict any entity it retains in furtherance of that Agreement.

- v. The Service Agreement shall include a term providing that neither the event management firm, nor any other vendor or contractor or other entity engaged or affiliated with the event management firm, shall make any representations which would suggest an endorsement by the White House Office or the National Park Service of the event management firm, its vendors, contractors or any other entity.
- vi. The Service Agreement shall require that the event management firm retained to execute the activities under this Agreement do the following:
 1. Hold the event management firm fully responsible for the management, performance, use, and safety of the elements to be provided by it and indemnify the National Park Service and the White House Office from and against any action, claim, demand or liability, including reasonable attorney's fees, to the extent such claim arises out of the actions or omissions of its directors, officers, employees, contractors, subcontractors or agents, except in the case where such obligations or liabilities arise from the United States of America's negligence or misconduct.
 2. State that in no event shall the United States Government be liable to the event management firm or any third party for any special, consequential, incidental or punitive damages arising out of or relating to this Agreement, or with respect to any claim, demand, action or other proceeding relating to the Agreement, however caused, and on any theory of liability (including without limitation, negligence).
 3. Procure commercial general liability insurance with available coverage limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate, \$1,000,000.00 Products and Completed Operations, \$1,000,000.00, Workers' Compensation in statutory limits, Automobile Liability per occurrence combined single limit for bodily injury and property damage liability; \$1,000,000.00 Personal and Advertising Injury; Errors & Omissions \$1,000,000.00 per occurrence (including liability assumed under the contract) and \$50,000.00 Fire Damage, Legal, and umbrella or excess liability insurance with available coverage limits of not less than \$15,000,000.00. All such policies must be issued by one or more responsible and rated U.S. based insurance carriers. The United States of America shall be named as an additional insured on such liability policies. All such policies shall specify that the insured shall have no right of subrogation against the United States of America for payment of any premiums and deductibles due thereunder.
 4. Indemnify, save and hold harmless and defend the United States of America against all actions, claims, demands or liabilities arising out of the actions or omissions of such event management company or its directors, officers, employees, contractors, subcontractors, and agents, except in the case where such obligations or liabilities arise from the

United States of America's negligence or misconduct.

5. Name the United States of America as a third party beneficiary to the Service Agreement.
6. Pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by such person, organization, its representatives, contractors or employees.
- vii. The Service Agreement shall require the event management firm to cooperate in any activities necessary to protect and enforce the White House Office's or the National Park Service's respective intellectual property rights.
- viii. All work performed in connection with the Event shall be subject to inspections and approval by National Park Service management and safety personnel.
- g. **Contractor/Vendor Coordination.** The White House Office will ensure its event management firm and any other contractor or vendor that it retains to work on the Event, coordinate with all other vendors, entities or contractors performing services in connection with the Event (including food and beverage vendors) and comply with all applicable requirements including, but not limited to, applicable National Park Service policies and any requirements in the applicable National Park Service permit.
- h. **Broadcasting.** The White House Office will be responsible for making any arrangements to record, film, live stream or simulcast the Event, but will do so in coordination and consultation with the National Park Service and subject to any required National Park Service approvals.
- i. **Documents.** The White House Office will provide the National Park Service a single copy of the following items, with those in items #1-4 by June 25, 2019:
 - i. Any and all Certificates of Insurance of which the event management company or its contractors are the policy holder that relate or potentially relate to their performance of activities related to the Event.
 - ii. Any and all contracts between the White House Office and any entities who will perform or provide services at the Event.
 - iii. Any and all site plans of the Event Area created for the Event.
 - iv. Any other document pertaining to the Event that may be useful for archival purposes.
- j. **Donations to the National Park Service.** In the event that the White House Office identifies possible donations of funds, services, or other contributions to support the event, it will coordinate with the National Park Service regarding the details of the proposed donation, including the identity of the donor, the type of donation, and its expected use, and facilitate communication between the prospective donor and the National Park Service.

- k. **Contact for the White House Office.** For purposes of this Agreement, the key contact for The White House Office is:

Ms. Monica Block
Deputy Assistant to the President
Director, White House Management & Administration
Office Telephone: 202-456-5400

V. GENERAL PROVISIONS

- A. **Meeting.** The Parties agree to meet as needed in advance of the Event to address any developments and ensure the success of the Event.
- B. **Media Coverage.** All press conferences and press releases shall be subject to prior review and approval by both Parties.
- C. **Filming and Broadcasting.** Except as otherwise provided in this Agreement, no contractor, subcontractor, vendor, or entity engaged by the White House Office is permitted to record, film, live stream or simulcast the Event without the express prior written approval of both the White House Office and the National Park Service.
- D. **Event Area Advertising.** Before, during, and after the Event, the Parties agree that the Event Area shall not be used for any promotion or advertisement of commercial brands, products, companies, or services, without prior written approval of both Parties.
- E. **Compliance with Laws.** The Parties shall comply with all applicable laws and regulations, including the Hatch Act of 1939, 5 U.S.C. § 7324, and appropriations law restrictions relating to publicity, propaganda, self-aggrandizement, and lobbying Congress. This Agreement is subject to all laws, regulations, and rules governing National Park Service property, whether now in force or hereafter enacted or promulgated. The Parties note the National Park Service's policy prohibiting helium-filled balloons, which may neither be distributed nor used as part of any display connected with the Event. The Parties also note the National Park Service's prohibition on the use of unmanned aircraft (drones) at each Event, including launching, landing, operating or flying over. Nothing in the Agreement shall be construed as in any way impairing the general powers of the National Park Service for supervision, regulation, and control of its property under such applicable laws, regulations, and rules. Meeting the terms of this Agreement shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
- F. **No Violation of the Anti-Deficiency Act.** Nothing in this Agreement shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose or to involve the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations [31 U.S.C. § 1341 (a)(1)].
- G. **Intellectual Property and Licenses.** Both during the term of this Agreement and thereafter, any entities retained by the White House Office in furtherance of this Agreement, shall fully cooperate with The White House Office and the National Park Service in the protection and enforcement of any intellectual property rights that may derive as a result of the activities and services performed under the Service Agreement. This shall include preparing, executing,

acknowledging, and delivering to The White House Office and National Park Service all documents and papers that may be necessary to enable The White House Office and the National Park Service to protect and enforce their respective intellectual property rights.

H. Severable. If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions.

I. Duration of Agreement. The Agreement shall remain in force through August 31, 2019.

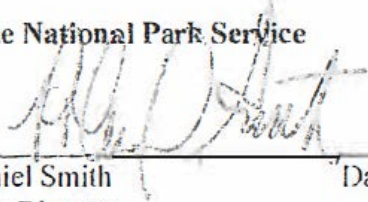
J. Termination. This Agreement may be terminated at any time by The White House Office or the National Park Service for the convenience of the government. All Parties shall be notified in writing within two business days following any termination.

K. Modifications. This Agreement may be modified in writing with the dated signatures of all the Parties. The modification shall be affixed to the Agreement to become part thereof.

L. Execution Date. This Agreement shall be effective upon the date that it is signed by both Parties.

V. AUTHORIZING SIGNATURES

For the National Park Service

By:  06/12/19
P. Daniel Smith Date
Deputy Director
Exercising Authority of the Director

For The White House Office

By: **MONICA BLOCK** Digitally signed by
MONICA BLOCK
Date: 2019.06.25
09:33:24 -04'00'
Monica J. Block Date
Deputy Assistant to the President
Director, White House Management & Administration