

September 25, 2012

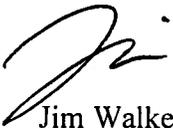
National Park Service
Lake Clark National Park and Preserve
Lee Fink, Acting Superintendent
240 W. 5th Ave., Suite 236
Anchorage, AK 99501

Dear Lee,

Thank you for all the assistance from the Park Service that helped to make our first season of operations a success. The Park Service enhanced the experience of each veteran and helped them to enjoy and understand the scenic beauty of Alaska. I look forward to future coordination to build on the success of this year.

You will find the signed general agreement enclosed.

Sincerely,



Jim Walker
BGen, USMC (Ret)
Deputy Director
International Projects

GENERAL AGREEMENT
between the
DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE,
LAKE CLARK NATIONAL PARK AND PRESERVE
And
SAMARITAN'S PURSE,
SAMARITAN LODGE ALASKA

ARTICLE I - BACKGROUND AND OBJECTIVES

This Agreement is made and entered into by and between the Department of the Interior (DOI), National Park Service (NPS), Lake Clark National Park and Preserve (LACL) and Samaritan's Purse (SP), a non-profit organization which operates Samaritan Lodge Alaska (SLA). The purpose of this Agreement is to define the terms and conditions for the mutual objective of providing opportunities for healthful and meaningful experiences for disabled veterans and their families within Lake Clark National Park and Preserve.

- A. SLA is located on private land within the boundary of LACL and operates with the objective of providing opportunities for spiritual and physical healing for wounded veterans and their spouses in a majestic wilderness setting.
- B. The lands, waters and stories of LACL offer unparalleled opportunities for stillness, quiet, togetherness, physical challenge, and inspiration.

ARTICLE II - AUTHORITY

The authority for this agreement is 16 U.S.C. §§ 1-3.

ARTICLE III - STATEMENT OF WORK

- A. **The two parties mutually agree:**
 - 1. To cooperate and coordinate to the maximum extent feasible to provide opportunities for disabled veterans and their spouses to enjoy high quality experiences in LACL, share information and operational assistance.
 - 2. To function in a partnership-like manner to the extent of each organization's authorizing legislation and legal authorities.
- B. **LACL agrees:**
 - 1. Provide interpretive programs, publications, media, and staff meeting opportunities to

the extent feasible.

2. To begin a conversation and implementation strategy to provide improved access at the visitor contact station in Port Alsworth, AK.
3. To begin a conversation and implementation of a trail work strategy with the objective of reducing physical barriers to hiking on collaboratively identified trails in the Port Alsworth vicinity.

C. SP agrees:

1. To lead high quality, safe experiences for disabled veterans and their spouses within Lake Clark National Park and Preserve according to Existing laws and regulations, park compendium provisions and the specific terms of an appropriate Special Use Permit.
2. To collaboratively develop opportunities with LACL for disabled veterans and their spouses to engage in interpretive programming, staff and professional meetings, hiking and other Park experience opportunities among other topics to the extent feasible by both parties.

ARTICLE IV - TERM OF AGREEMENT

This agreement will become effective on the date of the last signature and will remain in effect for 3 years. No transfer or assignment of this Agreement will be made to any other party or entity.

ARTICLE V - KEY OFFICIALS

Representing the LACL for the NPS will be Lee Fink, acting superintendent.

Representing SLA for SP will be Jim Walker, Deputy Director – International Projects

ARTICLE VI - PRIOR APPROVAL

Not Applicable.

ARTICLE VII - MODIFICATION AND TERMINATION

- A. This agreement may be modified only by a written instrument executed by the parties.
- B. Either party to this agreement may terminate the agreement by providing sixty (60) days advance written notice to the other party.

ARTICLE VIII - STANDARD CLAUSES

A. Liability - SP shall be fully responsible for any property damage, injury or death, caused by the acts and/or omissions of its representatives, employees, contractors, and subcontractors connected with the performance of this agreement. To the extent work is to be provided by a non-governmental entity or person(s), SP shall require that entity or person to:

1. Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000), per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, SP shall provide the NPS with confirmation of such insurance coverage. Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representative, or employees.
2. Indemnify, save, or hold harmless, and defend the United States against all fines, claims, damages, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.

B. Promotions

SP shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications), which states or implies Governmental, Departmental, Bureau or Government employee endorsement of a product, service, or position, which SP represents. No release of information relating to this agreement may state or imply that the Government approves of SP work product, service, or position, or considers that product, service, or position to be superior to other products or services.

C. Public Information Release

SP must obtain prior Government approval from the LACL Key Official for any public information releases which refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or this agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

D. Consistency with Public Laws

Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose

of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.

E. Lobbying Prohibition

1. The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:
2. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction, of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

ARTICLE XI - AUTHORIZING SIGNATURES

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

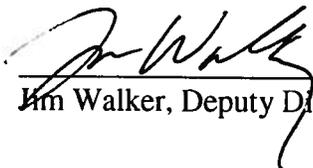
For the National Park Service:



Lee Fink, Acting Superintendent

9/10/2012
Date

For Samaritan's Purse operating Samaritan Lodge Alaska:



Jim Walker, Deputy Director – International Projects

9/25/2012
Date