

VIA ELECTRONIC MAIL: NO HARD COPY TO FOLLOW

United States Department of the Interior
National Park Service
Everglades & Dry Tortugas National Parks
Pedro M. Ramos, Superintendent

This agreement is necessary to allow _____ (CUA Permittee), which operates under CUA Permit No. _____, to continue operations during a government shutdown. As Superintendent, I approve your request to continue operations subject to the terms and conditions of your CUA Permit.

My decision to allow the CUA Permittee to continue operating is contingent upon written acknowledgment that the CUA Permittee is aware of and agrees:

1. During the period of the government shutdown, the NPS has limited resources to support the CUA Permittee under the CUA in terms of law enforcement and security, health and safety, and other services, and further lacks the ability to address any CUA or operating changes, inspections or other administrative functions associated with the CUA. Notwithstanding NPS's limited resources, the CUA Permittee agrees to comply with all of its obligations under the CUA. In particular, the fact that the NPS may be unable to provide the same level of oversight, law enforcement and other services as may be called for in the CUA shall not lessen or invalidate the CUA Permittee's indemnification obligations under the Liabilities and Claims section of the CUA Permit.
2. The CUA Permittee's continued operation shall be contingent on its ability to operate without causing the NPS to incur any expenditure in violation of the Anti-Deficiency Act during the government shutdown. Such expenditures may occur, for example, if conditions become unsafe – weather, deteriorating road conditions, garbage build-up, resource damage, etc. Accordingly, the CUA Permittee shall use diligent efforts to advise its customers and prospective customers who communicate with it through its website, reservations systems or otherwise that, although the CUA Permittee is continuing to operate, park facilities such as restrooms remain closed and no visitor services, including waste removal, maintenance, snow plowing, and public information, will be provided. If the NPS subsequently determines that continuation of activity under the CUA Permit will cause it to incur any expenditure in violation of the Anti-Deficiency Act, the NPS may have to suspend the CUA Permit and require the CUA Permittee to cease operations during the remainder of the government shutdown.

3. In the event that the NPS determines that continued operations of the CUA Permit will cause the NPS to incur expenditures in violation of the Anti-Deficiency Act, the CUA Permittee may provide funding or in-kind services to the NPS to support the park operational activities required to avoid suspension of the CUA. Such funding must be provided in the form of a cash or in-kind donation, and the CUA Permittee will receive no reimbursement or other financial or contractual consideration in exchange. These arrangements are at the discretion of the Park Superintendent and will be governed by a separate donation agreement.

4. Nothing in this letter shall affect any of NPS's rights, powers, or authorities as set forth in the CUA Permit, or in applicable regulations and statutes.

Please acknowledge by reply email or signature of a senior authorized signatory of the CUA Permittee that these terms are satisfactory.

Terms and Conditions to Continue Operating during Government Shutdown:

AGREED

CUA Permittee

By: _____

Printed Name: _____

Title (if applicable) _____