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USGS # G11AC90019
NPS #s (IMR) H1200100001
(WASO) H2370114000
USFS # 11-JV-11221633-014
NRCS # 68-3A75-11-10
DOD ODUSD (I&E) # W9126G-10-2-2011
USACE-CW # W912HZ-10-2-0003

**DESERT SOUTHWEST
COOPERATIVE ECOSYSTEM STUDIES UNIT**

COOPERATIVE and JOINT VENTURE AGREEMENT

between

**U.S. DEPARTMENT OF THE INTERIOR
Bureau of Land Management
U.S. Bureau of Reclamation
U.S. Geological Survey
National Park Service**

**U.S. DEPARTMENT OF AGRICULTURE
U.S. Forest Service
Natural Resources Conservation Service**

**U.S. DEPARTMENT OF DEFENSE
Office of the Deputy Under Secretary of Defense
(Installations and Environment)
U.S. Army Corps of Engineers – Civil Works**

and

**ARIZONA BOARD OF REGENTS
THE UNIVERSITY OF ARIZONA (HOST)
Howard University
New Mexico State University
Texas State University
University of California–Riverside
University of Texas at El Paso
Universidad de Sonora
Arizona-Sonora Desert Museum
Sonoran Institute**

**The Nature Conservancy
Organization of American Historians
Pima County and Pima County Regional Flood Control District
Rocky Mountain Bird Observatory
University of Texas at Arlington
Cornerstones Community Partnerships**

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Bureau of Reclamation, U.S. Geological Survey, National Park Service, U.S. Forest Service, Natural Resources Conservation Service, Office of the Deputy Under Secretary of Defense (Installations and Environment), and U.S. Army Corps of Engineers – Civil Works (hereinafter called Federal Agencies), and the University of Arizona and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Desert Southwest Cooperative Ecosystem Studies Unit (CESU). This continuation of the Desert Southwest CESU is implemented by mutual consent of the parties and is consistent with the prior Agreement and the express intent of the request for proposals for that Agreement. The Desert Southwest CESU is associated with a national network of CESUs.
- B. The objectives of the Desert Southwest Cooperative Ecosystem Studies Unit are to:
- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
 - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resource issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
 - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 USC 1701 et seq.). In accordance with 43 USC 1737(b), the BLM is authorized to enter into a cooperative agreement to continue the Desert Southwest CESU to assist in providing research, technical assistance and education.

- D. The U.S. Bureau of Reclamation (hereinafter called USBR) manages, develops, and protects water and related resources in an environmentally and economically sound manner in the interest of the American public (43 USC Chapter 12). USBR is authorized to enter into certain cooperative agreements in accordance with the authority delegated in 255 DM 14.1, which states that the Commissioner is delegated so much of the authority of the Secretary under the Fish and Wildlife Coordination Act, 16 USC 661 et seq., as is necessary to provide assistance, through grants or cooperative agreements, to public or private organizations for the improvement of fish and wildlife habitat associated with water systems or water supplies affected by Reclamation projects. In accordance with this authority, and also in accordance with the Omnibus Public Land Management Act of 2009 (P.L. 111-11), Subtitle F-Secure Water, Sec 9502, 9504, and 9509, the USBR is authorized to enter into a cooperative agreement to continue the Desert Southwest CESU to assist in providing research, technical assistance and education.
- E. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. In accordance with 31 USC 6302 et seq., 16 USC 1a-2j, 16 USC 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into a cooperative agreement to continue the Desert Southwest CESU to assist in providing research, technical assistance and education.
- F. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 USC 1 et seq.). In accordance with 16 USC 1a-2j and 16 USC 5933, the NPS is authorized to enter into a cooperative agreement to continue the Desert Southwest CESU to assist in providing research, technical assistance and education. The National Park Service is also authorized to enter into agreements which provide contributions by the recipient in furtherance of the project, Cost Share Agreements (16 USC1f).
- G. The U.S. Department of Agriculture Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 USC 1641-1646). In accordance with 7 USC 3318 (b) the USFS is authorized to enter into a joint venture agreement to continue the Desert Southwest CESU to assist in providing research, technical assistance and education.
- H. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, animal, plant, air and human resources. NRCS scientists and technical

specialists identify appropriate technologies in research and development and transfer them to field staff for implementation. Under section 714 of P.L. 106-387, 7 USC 6962a, NRCS is authorized to enter into this cooperative agreement continuing the Desert Southwest CESU to assist in providing research, technical assistance and education.

- I. The Department of Defense (hereinafter called DoD) manages nearly 30 million acres of land, and the natural and cultural resources found there, and for this agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DoD's primary mission is national defense. DoD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DoD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with one or more of the following: 16 USC 670c-1, 10 USC 2358, 10 USC 2694, 10 USC 2684, and P.L. 103-139 (FY 94 NDAA, page 107 Stat. 1422) DoD is authorized to enter into this cooperative agreement continuing the Desert Southwest CESU to assist in providing research, technical assistance and education under agreement number # W9126G-10-2-2011. The U.S. Army Corps of Engineers through the Office of the Deputy Under Secretary of Defense (Installations and Environment) may only use this agreement for cooperative projects that are for the benefit of the Military Services and their installations and within the objectives of the CESU.
- J. The U.S. Army Corp of Engineers – Civil Works (hereinafter called USACE-CW) provides assistance in the development and management in the nation's water resources. The main missions of USACE-CW, i.e., the Corps, are (1) to facilitate commercial navigation, (2) to protect citizens and their property from flood and storm damages, and (3) to protect and restore environmental resources. The Corps carries out most of its work in partnership with Tribal, state and local governments and other non-federal entities. The Corps must rely upon using the best available science in the evaluation of water resources needs and in the development of recommendations for water resource management. The university and scientific advances will assist the Corps in reaching sound, scientifically based decisions. In accordance with 10 USC 2358, USACE-CW is authorized to enter into the cooperative agreement with the Desert Southwest CESU enabling the USACE-CW to receive direct scientific support from regional CESU members under agreement number # W912HZ-10-2-0003 for a cumulative amount not-to-exceed \$25,000,000.00. USACE-CW is authorized to cooperate with other agencies in accordance with Title 33 USC 2323a and 10 USC 3036(d).
- K. The University of Arizona (hereinafter called Host University) is a comprehensive university that houses the state's only colleges of Agriculture, Law, Medicine and Pharmacy. Approximately 8564 graduate students are enrolled in 79 doctoral programs, and 117 master's and specialists programs. The purpose of the University is, in the language of the original law, "to provide the inhabitants of this state with the

means of acquiring a thorough knowledge of the various branches of literature, science, and the arts,” and, insofar as possible, to provide a technical education adapted to the development of Arizona’s resources. A number of departments within the University have contributed to a long-standing history of cooperative research and education in desert ecosystem management. The University hosts a number of federal cooperative research units and maintains working relationships with federal land management agencies. The University is governed by the Arizona Board of Regents.

- L. The partner institutions to the Host University include the Howard University, New Mexico State University, Texas State University, University of California–Riverside, University of Texas at El Paso, Universidad de Sonora, Arizona-Sonora Desert Museum, Sonoran Institute, The Nature Conservancy, Organization of American Historians, Pima County and Pima County Regional Flood Control District, Rocky Mountain Bird Observatory, University of Texas at Arlington, Cornerstones Community Partnerships (hereinafter called Partner Institutions).

ARTICLE II. STATEMENT OF WORK

A. Each Federal Agency agrees to:

1. Provide administrative assistance, as appropriate, necessary to execute this Agreement and subsequent modifications;
2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Desert Southwest CESU objectives and to the extent allowed by each Federal Agencies’ authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies’ policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the Desert Southwest CESU Managers Committee;
7. Comply with the Host University’s and Partner Institutions’ rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive

- substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
 9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the Agreement; and
 10. Be individually responsible for their agency's role in administering the Agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Continue, in consultation with the Federal Agencies and Partner Institutions, the Desert Southwest CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Desert Southwest CESU objectives;
3. Allow and encourage its faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Desert Southwest CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Desert Southwest CESU Federal Agency staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Desert Southwest CESU Federal Agency staff to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Desert Southwest CESU;

9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Desert Southwest CESU Managers Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Desert Southwest CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Desert Southwest CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
3. Encourage students and employees to participate in the activities of the Desert Southwest CESU.

D. All Federal Agencies, the Host University, and Partner Institutions agree to:

1. Maintain the Desert Southwest CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a current Desert Southwest CESU role and mission statement;
3. Operate under a current multi-year strategic plan;
4. Issue individual funding documents under this Agreement, in accordance with each Federal Agency's respective procedures, that include a specific "scope of work" statement and a brief explanation of the following:
 - (a) the proposed work;
 - (b) the project contribution to the objectives of the CESU;
 - (c) the methodology of the project;
 - (d) the substantial involvement of each party;
 - (e) the project budget and schedule;
 - (f) the specific project outputs or products;

Specifically for BLM, this agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in

separate task agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this Agreement;
6. Follow OMB Circulars: A-21, "Cost Principles for Educational Institutions," as codified at 2 CFR 220; A-87, "Cost Principles for State, Local, and Indian Tribal Governments;" as codified at 2 CFR Part 225; A-102, "Grants and Cooperative Agreements with State and Local Governments;" A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as codified at 2 CFR Part 215; A-122, "Cost Principles for Non-Profit Organizations;" as codified at 2 CFR Part 230; A-133, "Audits of States, Local Governments and Non-Profit Organizations;" as appropriate; and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense), and these documents are incorporated into this Agreement by reference.

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be 07 October 2010. Parties will have until 07 October 2010 to sign this Agreement and thereby express their intent to continue participation in the Desert Southwest CESU; parties that do not sign this Agreement by 07 October 2010 will not be participants in the Desert Southwest CESU.
- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the Desert Southwest CESU.
- C. Amendments to the Agreement
 1. For the purposes of this Agreement, amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions.

Amendments shall be in writing, signed and agreed to by all signatories to this Agreement, except in cases described in Article III. C.2. (below).

2. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, each Partner Institution and Federal Agency currently participating in this Agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.
- D. For the purposes of this Agreement, modifications or task agreements are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad Agreement. Modifications or task agreements will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one Federal Agency to another Federal Agency.
- F. The expiration of this Agreement will not affect the validity or duration of projects which have been initiated under this Agreement prior to such expiration.

ARTICLE IV. KEY OFFICIALS

A. The technical representatives for the Federal Agencies are as follows:

A.1. Bureau of Land Management

Elroy Masters
Program Head, Fish and Wildlife
Bureau of Land Management
Arizona State Office
One North Central Avenue
Suite 800
Phoenix, AZ 85004-4427
Phone: (602) 417-9346
Fax: (602) 417-9452
elroy_masters@blm.gov

A.2. U.S. Bureau of Reclamation

Mark McKinstry, Ph.D.
Research Biologist
Bureau of Reclamation
125 South State-UC-735
Salt Lake City, UT 84138-1147
Phone: (801) 524-3835
Fax: (801) 524-5499
mmckinstry@usbr.gov

A.3. U.S. Geological Survey

Brent Sigafus
Biologist
USGS - Southwest Biological Science Center
Sonoran Desert Research Station
University of Arizona
1110 E. South Campus Drive RM 123
Tucson, AZ 85719
Phone: (520) 626-5539
Fax: (520) 670-5001
bsigafus@usgs.gov

A.4. National Park Service

Larry L. Norris
NPS Southwest Research Coordinator
Desert Southwest CESU
BioSciences East, Room 309
University of Arizona
Tucson, AZ 85721-0043
FEDEX address: 1311 E 4th Street
Phone: (520) 621-7998
Fax: (520) 621-8801
lnorris@ag.arizona.edu

A.5. U.S. Forest Service

Dr. Gerald J. Gottfried
USDA Forest Service
Rocky Mountain Research Station
Tonto National Forest
2324 E McDowell Road
Phoenix, AZ 85006
Phone: (602) 225-5357
Fax: (602) 225-5295
ggottfried@fs.fed.us

A.6. Natural Resources Conservation Service

Doris Washington
National CESU/COE Coordinator
USDA/Natural Resources Conservation Service
National Water Management Center
101 East Capitol Avenue, Suite B-100
Little Rock, AR 72201-3811
Phone: (501) 210-8910
Fax: (501) 210-8935
Doris.Washington@ar.usda.gov

A.7. Office of the Deputy Under Secretary of Defense
(Installations and Environment)

L. Peter Boice
Director, Office of the Deputy Under Secretary of Defense
(Installations and Environment)
ODUSD(CO)
1225 S Clark Street, Suite 1500
Arlington, VA 22042
Phone: (703) 604-0524
Fax: (703) 607-3124
peter.boice@osd.mil

Sheridan Stone
Wildlife Biologist
Environmental & Natural Resources Division
US Army Garrison
IMWE-HUA-PWB
3040 Butler Road
Fort Huachuca, AZ 85613-7010
Phone: (520) 533-7083
Fax: (520) 533-3043
Sheridan.Stone@us.army.mil

A.8. U.S. Army Corps of Engineers – Civil Works

Alfred F. Cofrancesco
Technical Director, Civil Works, Environmental Engineering & Science
Department of the Army
Engineering Research and Development Center
U.S. Army Corps of Engineers
Environmental Laboratory
Waterways Experiment Station, 3909 Halls Ferry Road

Vicksburg, MS 39180-6199
Phone: (601) 634-3182
Fax: (601) 634-3664
Al.F.Cofrancesco@usace.army.mil

Administrative Representatives:

Amanda Irwin Campbell
Contract Specialist, ERDC Contracting Office
Engineer Research and Development Center
U.S. Army Corps of Engineers
3909 Halls Ferry Road
Vicksburg, MS 39180
Phone: (601) 634-3944
Fax: (601) 634-4885
Amanda.I.Campbell@usace.army.mil

Michael G. Lee
Grants Officer
ERDC Contracting Office (ECO)
U.S. Army Corps of Engineers
3909 Halls Ferry Road
Vicksburg, MS 39180-6199
Phone: (601) 634-3903
Fax: (601) 634-4885
Michael.G.Lee@usace.army.mil

B. The technical representatives for the Host University, University of Arizona, are:

Dr. Charles Hutchinson
Interim Director, School of Natural Resources and the Environment
The University of Arizona
BioSciences East, Room 325
P.O. Box 210043
Tucson, AZ 85721
Phone: (520) 621-7255
Fax: (520) 621-8801
chuck@ag.arizona.edu

Jane Matter
Program Coordinator, Desert Southwest CESU
School of Natural Resources and the Environment
The University of Arizona
BioSciences East, Room 325
P.O. Box 210043

Tucson, AZ 85721
Phone: (520) 621-7257
Fax: (520) 621-8801
jmatter@cals.arizona.edu

Administrative Representative:

Sherry Esham
Director, Sponsored Projects Services
University of Arizona
P.O. Box 3308
Tucson, AZ 85722-3308
Phone: (520) 626-6000
Fax: (520) 626-4137
sponsor@email.arizona.edu

C. The technical representatives for the Partner Institutions are:

C.1. Howard University

Dr. George Middendorf, III
Department of Biology
Howard University
415 College Street NW, Room G-26
Washington, DC 20059
Phone: (202) 806-7289
Fax: (202) 806-4564
gmiddendorf@howard.edu

C.2. New Mexico State University

Dr. Steve Loring
Associate Director, Agricultural Experiment Station
College of Agricultural, Consumer and Environmental Sciences
New Mexico State University
Box 30003, MSC 3BF
Las Cruces, NM 88003-0003
Phone: (505) 646-3125
Fax: (505) 646-2816
sloring@nmsu.edu

C.3. Texas State University

Dr. Nathan Currit
Department of Geography
Evans Liberal Arts Building

601 University Dr.
San Marcos, TX 78666-4616
Phone: (512) 245-9200
Fax: (512) 245-7371
currit@txstate.edu

C.4. University of California - Riverside

Dr. Michael F. Allen
Chair, Center for Conservation Biology
1303 Webber Hall
University of California - Riverside
Riverside, CA 92521-0334
Phone: (951) 827-5494
Fax: (951) 827-4625
michael.allen@ucr.edu

C.5. University of Texas at El Paso

Dr. Carl Lieb
Director, Department of Biological Sciences
University of Texas at El Paso
500 West University Avenue
El Paso, TX 79968-0519
Phone: (915) 747-5087
Fax: (915) 747-6474
clieb@utep.edu

C.6. Universidad de Sonora

Dr. José Eduardo Valdez Holguín
Head, Departamento de Investigaciones Científicas y Tecnológicas de la
Universidad Sonora (DICTUS)
Blvd. Colosio s/n entre Reforma y Sahuaripa
Col. Centro
Universidad de Sonora
Hermosillo, Sonora, Mexico 83000
Phone: (662) 259-2169
Fax: (662) 259-2197
jvaldez@guayacan.uson.mx

C.7. Arizona-Sonora Desert Museum

Dr. Richard C. Brusca
Executive Program Director
Arizona-Sonora Desert Museum

2021 N. Kinney Road
Tucson, AZ 85743-8918
Phone: (520) 883-3007
Fax: (520) 883-2500
rbrusca@desertmuseum.org

C.8. Sonoran Institute

Cheryl McIntyre
Ecologist
Sonoran Institute
7650 East Broadway, Suite 203
Tucson, AZ 85710
Phone: (520) 290-0828
Fax: (520) 290-0969
cmcintyre@sonoraninstitute.org

C.9. The Nature Conservancy

Gita Bodner
The Nature Conservancy
1510 East Ft. Lowell Road
Tucson, AZ 85719
Phone: (520) 622-3861
Fax: (520) 620-1799
gbodner@tnc.org

C.10. Organization of American Historians

Dr. Susan Ferentinos
Public History Manager
Organization of American Historians
112 N. Bryan Avenue
Bloomington, IN 47408
Phone: (812) 855-8726
Fax: (812) 855-0696
sue@oah.org

C.11. Pima County and Pima County Regional Flood Control District

Brian Powell
Program Manager
Pima County Office of Conservation Science & Environmental Policy
Pima County and Pima County Regional Flood Control District
201 N Stone Ave, 6th Floor
Tucson, AZ 85701

Phone: (520) 740-6440
brian.powell@pima.gov

C.12. Rocky Mountain Bird Observatory

Arvind Panjabi
Director, International Program
Rocky Mountain Bird Observatory
P.O. Box 1232
Brighton, CO 80601
Phone: (970) 482-1707 ext 20
Fax: (970) 472-9031
arvind.panjabi@rmbo.org

C.13. University of Texas at Arlington

Dr. Ronald Elsenbaumer
Vice President for Research
University of Texas at Arlington
701 South Nedderman Drive, Box 19162
Arlington, TX 76019
Phone: (817) 272-1021
Fax: (817) 272-2625
elsenbaumer@uta.edu

C.14. Cornerstones Community Partnerships

Robin Jones
Executive Director
Cornerstones Community Partnerships
227 Otero Street
Santa Fe, NM 87501
Mailing address:
P.O. Box 2341
Santa Fe, NM 87504-2341
Phone: (505) 982-9521
Fax: (505) 982-2516
rjones@cstones.org

ARTICLE V. AWARD

- A. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, any newly joining Federal Agency partner shall obligate \$10,000 to award to the Desert Southwest CESU Host

University to carry out this Agreement. For the Federal Agency partners listed under Article I. A., no further financial obligation is required.

- B. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, as appropriate, and the related federal agency regulations, as applicable, specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).
- C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications or task agreements.
 - 1. One exception is that the USFS cannot reimburse “state cooperative institutions” for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USFS cost-sharing requirements of 20% of total project costs.
 - 2. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 705 of P.L. 111-8.
 - 3. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the Agreement.
- D. Award of additional funds or in-kind resources will be made through modifications or task agreements to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification or task agreement.
- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

ARTICLE VI. PRIOR APPROVAL

Prior approvals are in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- G. OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works) establish uniform reporting procedures for financial and technical reporting.
- H. As appropriate, the Host University will convene periodic meetings of Desert Southwest CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to this Agreement.
- I. A current role and mission statement for the Desert Southwest CESU will be agreed to and maintained by all Desert Southwest CESU cooperators. Copies of the role and mission statement will be available to all parties to this Agreement.
- J. Annual work plans will be developed to guide the specific activities of the Desert Southwest CESU and will:
 - 1. Describe the Desert Southwest CESU ongoing and proposed research, technical assistance and education activities;
 - 2. Describe anticipated projects and products; and
 - 3. Identify faculty, staff, and students involved in the Desert Southwest CESU during the year.

Copies of the annual work plan will be available to all parties to this Agreement.

- K. A current multi-year strategic plan will be maintained to generally guide the Desert Southwest CESU. Copies of the strategic plan will be available to all parties to this Agreement.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

ARTICLE IX. TERMINATION

Termination of this Agreement is in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works). Any party to this Agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with applicable requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 USC § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC § 6101 et seq.); and with all other applicable Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **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.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 USC 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 USC 1913 (Lobbying with Appropriated Moneys), which states:

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, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. LIABILITY PROVISION:

Governmental Parties

The Federal Agencies (excluding the U.S. Forest Service), Host University, and Partner Institutions which are governmental parties, each accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by their respective applicable laws, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (a), (b), and (c) for non-governmental parties stated below.

This provision is applicable to the U.S. Forest Service acting by and through the Forest Service, USDA does hereby recognize potential liability for payment of claims for injury or loss of property of personal injury or death caused by the Government, or any officer, agent or employee thereof, while acting within the scope of his/her office of employment under circumstances when the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred (28 USC §§1346 (b), 2672 et seq.).

Non-governmental Parties

Work provided by non-governmental entities or persons, will require that entity or person to:

- (a) Have 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. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. 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, be for the account of, and be at the insured's sole risk; and

- (b) 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 representatives, or employees; and
- (c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

7. TRAFFICKING VICTIMS PROTECTION:

This Agreement and its subsequent modifications and task agreements are subject to requirements of section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); now located at 2 CFR Part 175:

Trafficking in Persons.

(a) Provisions applicable to a recipient that is a private entity.

- (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
- (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --
 - i. Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or

- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).

(b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).

(c) Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.

(d) Definitions. For purposes of this award term:

(1) "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

8. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING (Included pursuant to Department of the Interior Guidance Release – DIG-2010-04)

Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (<http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Award recipients shall adopt and enforce policies that immediately ban text messaging while driving company-owned or-rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official

government business or when performing any work for or on behalf of the government.

9. CENTRAL CONTRACTOR REGISTRATION AND DATA UNIVERSAL NUMBERING SYSTEM (2 CFR Part 25): 2 CFR Part 170 requires each applicant, as well as recipients and their direct subrecipients, other than individuals, that does not have an exception under 2 CFR §25.110, to:
 - (1) Be registered in the Central Contractor Registration (CCR) database prior to submitting an application or plan;
 - (2) Maintain an active CCR registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency; and
 - (3) Provide its Dun and Bradstreet Data Universal Numbering System (DUNS) number in each application or plan it submits to the agency.
10. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR Part 170): 2 CFR Part 170 requires each entity that applies, and does not have an exception under 2 CFR §170.110(b), to ensure they have the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, should they receive funding.

SPECIAL PROVISIONS:

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation of participating Federal Agencies, the Host University, and Partner Institutions, and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion. Federal agencies reserve the right to issue a disclaimer if such a disclaimer is determined to be appropriate.
2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.

3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

ARTICLE XI. DOCUMENTS INCORPORATED BY REFERENCE

The following are to be incorporated into this Agreement:

1. SF-LLL, Disclosure of Lobbying Activities or Grants.gov Lobbying Form certification, identified in the agencies Funding Opportunity Announcement.
2. Specific project award documents will incorporate the required Standard Forms for Application for Financial Assistance:
 - SF-424 – Application for Financial Assistance
 - SF-424a – Budget for Non-Construction
 - SF-424b – Assurances for Non-Construction
 - SF-424c – Budget for Construction
 - SF-424d – Assurances for Construction

ARTICLE XII. ATTACHMENTS

The following documents are attached:

ATTACHMENT 1 – Request for Advance or Reimbursement, SF 270
ATTACHMENT 2 – Federal Financial Report, SF 425
ATTACHMENT 3 – ACH Payment, SF3881
ATTACHMENT 4 – Example Modification Template

ARTICLE XIII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached to this amendment:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Land Management
- B. U.S. Bureau of Reclamation
- C. U.S. Geological Survey
- D. National Park Service

U.S. DEPARTMENT OF AGRICULTURE

- E. U.S. Forest Service
- F. Natural Resources Conservation Service


U.S. DEPARTMENT OF DEFENSE

- G. Office of the Deputy Under Secretary of Defense (Installations and Environment)

- H. U.S. Army Corps of Engineers-Civil Works
- I. ARIZONA BOARD OF REGENTS THE UNIVERSITY OF ARIZONA (HOST)
- J. Howard University
- K. New Mexico State University
- L. Texas State University
- M. University of California – Riverside
- N. University of Texas at El Paso
- O. Universidad de Sonora
- P. Arizona-Sonora Desert Museum
- Q. Sonoran Institute
- R. The Nature Conservancy
- S. Organization of American Historians
- T. Pima County and Pima County Regional Flood Control District
- U. Rocky Mountain Bird Observatory
- V. University of Texas at Arlington
- W. Cornerstones Community Partnerships

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

For 

[Print Name]: James G. Kenna
[Print Title]: State Director

9/30/10
Date




[Print Name]: Tom Bonner
[Print Title]: State Procurement Analyst

9/29/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. U.S. Bureau of Reclamation

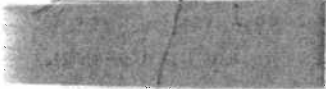


[Print Name]: **Melynda Roberts**
[Print Title]: **Grants Officer**

9/14/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. U.S. Geological Survey

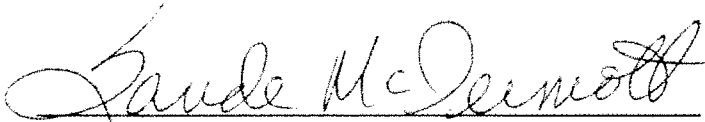


10/01/10
Date

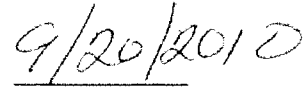
Sherri Ly Bredesen
Contracting Officer

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

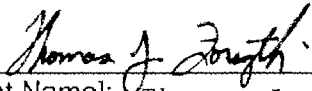
D. National Park Service



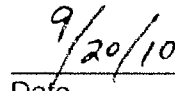
[Print Name]: Sande McDermott
[Print Title]: Acting Associate Regional
Director, Resource Stewardship and
Research, Intermountain Region



Date



[Print Name]: Thomas J. Forsyth
[Print Title]: Contracting Officer
Intermountain Region



Date

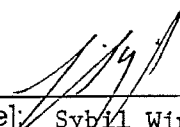
[Print Name]:
[Print Title]:

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. National Park Service

H2370114000



[Print Name]: Sybil Winfield
[Print Title]: WASO WCP Contracting Officer

10/6/10
Date

[Print Name]:
[Print Title]:

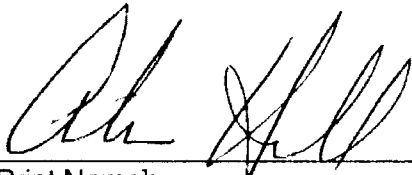
Date

[Print Name]:
[Print Title]:

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. U.S. Forest Service



[Print Name]: Alison Hill
[Print Title]: Deputy Station Director

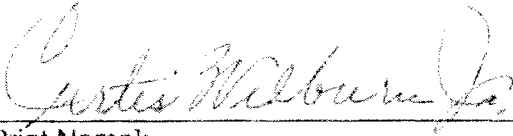
Date 10/3/10

The authority and format of this instrument
have been reviewed and approved for signature.

Susan Major 9/29/10
Susan Major, G&A Specialist DATE

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. Natural Resources Conservation Service



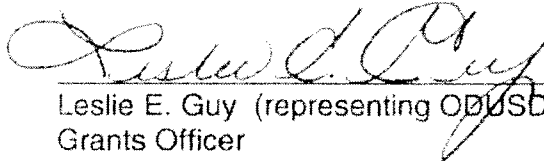
Curtis Melburn Jr.

[Print Name]:
[Print Title]:

10/19/10
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

G. Office of the Deputy Under Secretary of Defense (Installations and Environment)



Leslie E. Guy (representing ODUSD (I&E))
Grants Officer



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. U.S. Army Corps of Engineers – Civil Works

Michael D. Lee

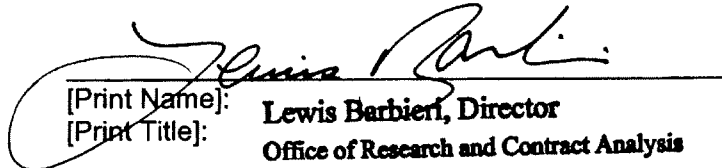
[Print Name]:
[Print Title]:

9/29/10

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

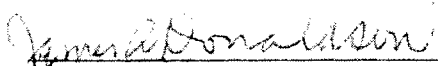
I. Arizona Board of Regents The University of Arizona


[Print Name]: **Lewis Barbieri, Director**
[Print Title]: **Office of Research and Contract Analysis**

10/7/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. Howard University



[Print Name]: James A. Donaldson


[Print Title]: Dean



Date September 14, 2010

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

The Regents of
K. New Mexico State University

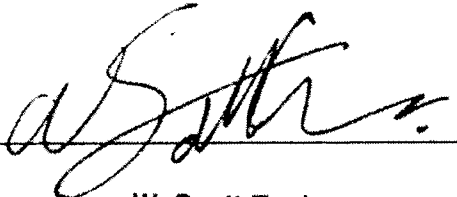


[Print Name]: Neta Fernandez
[Print Title]: Director, Office of Grants and Contracts

9/23/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

④ L. Texas State University




[Print Name]:
[Print Title]:

W. Scott Erwin
Director, Sponsored Programs
Texas State University-San Marcos
601 University
San Marcos, Texas 78666
512-245-2102 FAX (512) 245-1822

9/27/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. University of California-Riverside

A handwritten signature in cursive script, appearing to read "Cynthia J. Wells", written over a horizontal line.

[Print Name]:

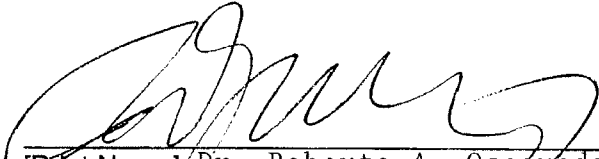
[Print Title]:

Cynthia J. Wells
Director
Sponsored Programs Administration

10/7/2010
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. University of Texas at El Paso

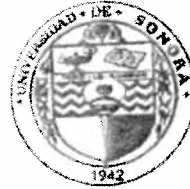


[Print Name] Dr. Roberto A. Osegueda
[Print Title] Vice President for Research

09/15/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. Universidad de Sonora



Hariberto Arizalva Monteverde
[Print Name]:
[Print Title]:

El saber de mis hijos
hará mi grande Date
RECTORÍA

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

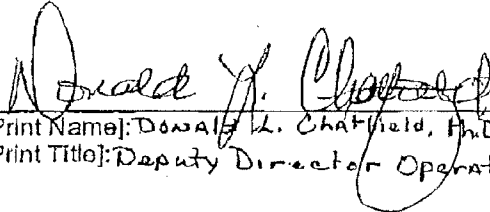
P. Arizona-Sonora Desert Museum

RICHARD C. BRUSCA REBORN
[Print Name]:
[Print Title]:
Senior Director, Conservation & science

9-13-10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

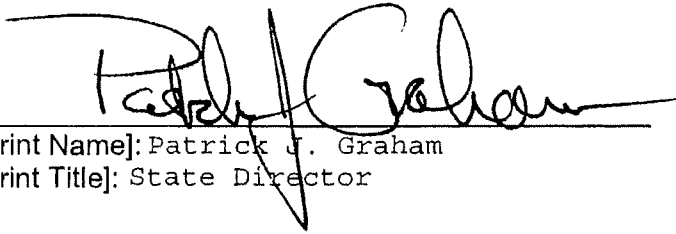
Q. Sonoran Institute


[Print Name]: Donald L. Chatfield, Ph.D.
[Print Title]: Deputy Director Operations

9/14/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. The Nature Conservancy

A handwritten signature in black ink, appearing to read "Patrick J. Graham". The signature is written over a horizontal line.

[Print Name]: Patrick J. Graham
[Print Title]: State Director

9-27-2010
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

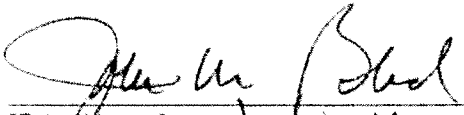
3. Organization of American Historians

Katherine M. Finley
[Print Name]: KATHERINE M. FINLEY
[Print Title]: EXECUTIVE DIRECTOR

9-28-10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. Pima County and Pima County Regional Flood Control District


[Print Name]: JOHN M. BERNAL
[Print Title]: DEPUTY COUNTY ADMINISTRATOR

9/22/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

U. Rocky Mountain Bird Observatory



[Print Name]: TAMMY VERLAANDEREN
[Print Title]: EXECUTIVE DIRECTOR

9-13-10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

V. University of Texas at Arlington




[Print Name]: Ronald L. Elsenbaumer
[Print Title]: Vice President for Research
and Federal Relations

9-15-10

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

W. Cornerstones Community Partnerships



Robin Jones

September 9, 2010

[Print Name]:

[Print Title]:

Executive Director

Date

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. **0348-0004** PAGE 1 OF 1 PAGES

1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
------------------------------	---	--

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. **PERIOD COVERED BY THIS REQUEST**

FROM (month, day, year) _____ TO (month, day, year) _____

9. RECIPIENT ORGANIZATION

Name: _____

Number and Street: _____

City, State and ZIP Code: _____

10. PAYEE *(Where check is to be sent if different than item 9)*

Name: _____

Number and Street: _____

City, State and ZIP Code: _____

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	TOTAL
a. Total program outlays to date <i>(As of date)</i>	\$	\$	\$	\$ 0.00
b. Less: Cumulative program income				0.00
c. Net program outlays <i>(Line a minus line b)</i>	0.00	0.00	0.00	0.00
d. Estimated net cash outlays for advance period				0.00
e. Total <i>(Sum of lines c & d)</i>	0.00	0.00	0.00	0.00
f. Non-Federal share of amount on line e				0.00
g. Federal share of amount on line e				0.00
h. Federal payments previously requested				0.00
i. Federal share now requested <i>(Line g minus line h)</i>	0.00	0.00	0.00	0.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			0.00
	2nd month			0.00
	3rd month			0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested <i>(Line a minus line b)</i>	\$ 0.00

CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED December 16, 2010
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<u>Item</u>	<u>Entry</u>	<u>Item</u>	<u>Entry</u>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.			
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or		

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)			Page 1	of 	
3. Recipient Organization (Name and complete address including Zip code)							
4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)		6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual		
8. Project/Grant Period From: (Month, Day, Year) To: (Month, Day, Year)			9. Reporting Period End Date (Month, Day, Year)				
10. Transactions					Cumulative		
(Use lines a-c for single or multiple grant reporting)							
Federal Cash (To report multiple grants, also use FFR Attachment):							
a. Cash Receipts							
b. Cash Disbursements							
c. Cash on Hand (line a minus b)							
(Use lines d-o for single grant reporting)							
Federal Expenditures and Unobligated Balance:							
d. Total Federal funds authorized							
e. Federal share of expenditures							
f. Federal share of unliquidated obligations							
g. Total Federal share (sum of lines e and f)							
h. Unobligated balance of Federal funds (line d minus g)							
Recipient Share:							
i. Total recipient share required							
j. Recipient share of expenditures							
k. Remaining recipient share to be provided (line i minus j)							
Program Income:							
l. Total Federal program income earned							
m. Program income expended in accordance with the deduction alternative							
n. Program income expended in accordance with the addition alternative							
o. Unexpended program income (line l minus line m or line n)							
11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
g. Totals:							
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:							
13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)							
a. Typed or Printed Name and Title of Authorized Certifying Official				c. Telephone (Area code, number and extension)			
b. Signature of Authorized Certifying Official				d. Email address			
				e. Date Report Submitted (Month, Day, Year)			
14. Agency use only:							

Standard Form 425
OMB Approval Number: 0348-0061
Expiration Date: 10/31/2011

Paperwork Burden Statement

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0060), Washington, DC 20503.

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY		
AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS:		
CONTACT PERSON NAME:		TELEPHONE NUMBER: ()
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ()

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER: _____	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()

Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

[Agency Partner Name] – Project Summary



[CESU Name] Cooperative Ecosystem Studies Unit
Agreement Modification Form

FUNDING AGENCY:

SUB-AGREEMENT/MODIFICATION NUMBER:
[CESU USE ONLY]

COOPERATIVE AGREEMENT NUMBER:

FUNDING AMOUNT:

PROJECT TITLE:

EFFECTIVE PROJECT DATES:

PROJECT PURPOSE:

STATEMENT OF MUTUAL BENEFIT AND INTEREST:

Key Words:

Federal Agency Contact(s) and Signature(s)

Partner Signature(s)

[Agency] Project Technical Representative & Project Leader:

[Agency] Administrator:

Principal Investigator:

Agreement / Grant Administrator:

Technical Rep:

Address:

Phone:

Fax:

Email:

Project Leader:

Phone:

Email:

No Signature Needed

Signature:

Signature:

Signature:

Date: _____

Date: _____

Date: _____

Project Type: Research ____ Technical Assistance ____ Education ____

Project Discipline(s): Biological ____ Cultural ____ Physical ____ Social ____ Interdisciplinary ____

Annual Performance Report Required:

Report(s) Received:

Publications on File:

This Modification is subject to all the provisions included in the CESU Agreement [Insert Agency Agreement Number]

[CESU Name] CESU Tracking #: