

**HAWAII-PACIFIC ISLANDS  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**AMENDMENT ONE TO  
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

**U.S. DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
Bureau of Ocean Energy Management  
U.S. Fish and Wildlife Service  
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  
U.S. Army Corps of Engineers – Civil Works  
Office of the Assistant Secretary of Defense for  
Energy, Installations, and Environment**

**U.S. DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration**

and

**UNIVERSITY OF HAWAII (HOST)  
(UH-Manoa, UH-Hilo, UH-West Oahu, Hawaii Community College,  
Honolulu Community College, Kapiolani Community College,  
Kauai Community College, Leeward Community College,  
Maui College, Windward Community College)**

**University of California - Berkeley  
University of Guam  
American Samoa Community College  
Bishop Museum  
National Tropical Botanical Garden  
The Nature Conservancy  
Pacific International Center for High Technology Research  
University of Redlands**

## **Island Conservation**

### **Adding: Ships of Discovery Micronesian Conservation Coalition Edith Kanaka'ole Foundation**

With the exception of the changes below, all terms and conditions of the Hawaii–Pacific Islands CESU Cooperative and Joint Venture Agreement apply to this Amendment, and this Amendment is hereby made part of the Agreement.

#### **ARTICLE I. BACKGROUND AND OBJECTIVES**

G.0. Pursuant to enactment of Title 54, U.S. Code, “National Park Service and Related Programs,” Section G. (National Park Service) is hereby amended and restated in its entirety as follows:

G. The National Park Service (hereinafter called NPS) manages areas of the National Park System “to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations” (54 U.S.C. § 100101 et seq.). In support of this broad mission, the Secretary of the Interior is authorized and directed to assure that management of units of the National Park System is enhanced by the availability and utilization of a broad program of the highest quality science and information (54 U.S.C. § 100702), and to enter into cooperative agreements with colleges and universities, including but not limited to land grant schools, in partnership with other Federal and State agencies, to establish cooperative study units to conduct multi-disciplinary research and develop integrated information products on the resources of the National Park System, or the larger region of which parks are a part (54 U.S.C. § 100703). The NPS is authorized to enter into cooperative agreements with public or private educational institutions, States, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training activities concerning the resources of the National Park System (54 U.S.C. § 101702(b)); with State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs (54 U.S.C. § 101702(a)); with State, local, or tribal governments, other Federal agencies, other public entities, educational institutions, private nonprofit organizations, or participating private landowners for the purpose of protecting natural resources of units of the National Park System through collaborative efforts on land inside and outside of National Park System units (54 U.S.C. § 101702(d)); and with any State or local government, public or private agency, organization, institution, corporation, individual, or other entity for

the purpose of sharing costs or services in carrying out authorized functions and responsibilities of the Secretary of the Interior with respect to any unit or program of the National Park System, any affiliated area, or any designated National Scenic or Historic Trail (54 U.S.C. § 101701). NPS is also authorized to provide conservation, recreation, and disaster assistance to partners to help them achieve goals of mutual interest (54 U.S.C. § 200103, 16 U.S.C. § 1723(c)), and support projects to be carried out on Federal, State, local, or private lands as part of disaster prevention or relief efforts in response to an emergency or major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). In accordance with the aforementioned authorities, the NPS is authorized to enter into this Agreement to continue the Hawaii–Pacific Islands CESU to assist in providing research, technical assistance and education.

- N.1. Ships of Discovery, Micronesian Conservation Coalition, and Edith Kanaka‘ole Foundation are hereby included in the Hawaii–Pacific Islands CESU as Partner Institutions.

## **ARTICLE II. STATEMENT OF WORK**

D.7.a. Section D.7. is hereby amended and restated in its entirety as follows:

D.7. Follow 2 CFR 200, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as appropriate; and the related federal agency regulations, as applicable, specifically 22 CFR 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 U.S.C. 2358, 10 U.S.C. 3036(d), 33 U.S.C. 2323a, 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.

- D.8. Provide data on CESU projects to the CESU Network National Office and/or Host University in accordance with CESU Council guidelines as posted on the CESU Network website ([www.cesu.org](http://www.cesu.org)).

## **ARTICLE III. TERM OF AGREEMENT**

- A.1. The effective date of the Hawaii–Pacific Islands CESU Cooperative and Joint Venture Agreement is 01 July 2014.
- A.2. The effective date of this Amendment to the Hawaii–Pacific Islands CESU Cooperative and Joint Venture Agreement shall be determined from the date of the last signature.

C.0. Section C. is hereby amended and restated in its entirety as follows:

C. Amendments to this Agreement shall be made according to the following provisions:

C.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 executed in writing by the CESU Network National Office. Amendments shall and signed by all signatories to this Agreement, except in cases described in Sections C.2. and C.3. (below). Unless otherwise specified, all terms and conditions of the CESU Agreement apply to the Amendment, and once fully executed the Amendment is made part of the Agreement.

C.2. For Amendments for which the sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, the Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the Amendment. New Partner Institutions and/or Federal Agencies shall be approved and added in accordance with the CESU Council guidelines, as posted on the CESU Network website ([www.cesu.org](http://www.cesu.org)). All partners shall receive prior notification of amendments.

C.3. For amendments for which the sole purpose is to incorporate administrative changes that do not affect the intent, execution, and implementation of the terms of this Agreement, such as partner name changes or modifications as required by federal (e.g., OMB) financial assistance regulations, the Partner Institution and/or Federal Agency requesting the administrative change and the Host University shall sign the amendment. Such amendments shall be made at the discretion of the CESU Council and all partners shall receive prior notification of amendments.

#### **ARTICLE IV. KEY OFFICIALS**

C.10. The technical representative for Ships of Discovery is as follows:

Dr. Toni L. Carrell  
Vice President  
Ships of Discovery  
39 Condesa Road  
Santa Fe, NM 87508-8136  
Phone: (505) 216-7675  
Fax: (361) 850-9713  
[tlcarrell@shipsofdiscovery.org](mailto:tlcarrell@shipsofdiscovery.org)

C.11. The technical representative for Micronesian Conservation Coalition is as follows:

Julie Hartup  
Director  
Micronesian Conservation Coalition  
181 Marine Corp Drive East, Suite 207  
Hagatna, GU 96910  
Phone: (671) 482-2961  
[mccjuliehartup@gmail.com](mailto:mccjuliehartup@gmail.com)

C.12. The technical representative for Edith Kanaka'ole Foundation is as follows:

Dr. Huihui Kanahele-Mossman  
Director of Research and Innovation  
Edith Kanaka'ole Foundation  
1500 Kalaniana'ole Avenue  
Hilo, HI 96720  
Phone: (808) 961-5242  
Fax: (808) 961-4789  
[huihui@edithkanakaolefoundation.org](mailto:huihui@edithkanakaolefoundation.org)

## **ARTICLE V. AWARD**

A.0. Section A. is hereby amended and restated in its entirety as follows:

A. Upon signature of all parties to this Agreement, the CESU Network National Office shall administer support funding to the Hawaii–Pacific Islands CESU Host University in furtherance of the Agreement, to be authorized and executed by a modification to the Agreement. The amount of funding shall be determined in accordance with CESU Council annual host institution support guidelines.

B.0. Section B. is hereby amended and restated in its entirety as follows:

B. Payments will be made by the Federal Agencies for work in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically, 22 CFR Part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323(a), 10 U.S.C. 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works).

C.0. Section C. is hereby amended and restated in its entirety as follows:

C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications or task agreements, with exceptions listed in Article V. paragraphs C.1. and C.2. (below). Refer to agency-specific policy and guidance

for additional information regarding approval and implementation under 2 CFR 200, as appropriate (e.g., DOI-AAAP-0007 [Department of the Interior]; FAM-2015-02 [Department of Commerce]).

C.1. For NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 704 of Pub. L. 114-113.

C.2. 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 (i.e., project award) to the Agreement.

## **ARTICLE VI. PRIOR APPROVAL**

ARTICLE VI. is hereby amended and restated in its entirety as follows:

Prior approvals are in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 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**

A.0. Section A. is hereby amended and restated in its entirety as follows:

A. Reports in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 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.

## **ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION**

ARTICLE VIII. is hereby amended and restated in its entirety as follows:

Property utilization and disposition is in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 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**

ARTICLE IX. is hereby amended and restated in its entirety as follows:

Termination of this Agreement is in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 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 ninety (90) days advance written notice to each of the Federal Agencies and the Host University.

## **ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES**

The following authorizing signatures are attached to this Amendment:

### **U.S. DEPARTMENT OF THE INTERIOR**

- A. Bureau of Land Management
- B. Bureau of Ocean Energy Management
- C. U.S. Fish and Wildlife Service
- D. U.S. Geological Survey
- E. National Park Service

### **U.S. DEPARTMENT OF AGRICULTURE**

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

### **U.S. DEPARTMENT OF DEFENSE**

- H. Office of the Deputy Under Secretary of Defense (Installations and Environment)
- I. U.S. Army Corps of Engineers – Civil Works

### **U.S. DEPARTMENT OF COMMERCE**

- J. National Oceanic and Atmospheric Administration

### **K. UNIVERSITY OF HAWAII (HOST)**

- L. University of California - Berkeley
- M. University of Guam
- N. American Samoa Community College
- O. Bishop Museum
- P. National Tropical Botanical Garden
- Q. The Nature Conservancy
- R. Pacific International Center for High Technology Research
- S. University of Redlands


- T. Island Conservation
- U. Ships of Discovery**
- V. Micronesian Conservation Coalition**
- W. Edith Kanaka'ole Foundation**



**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

A. Bureau of Land Management

**Federica Lee**

 Digitally signed by Federica Lee  
Date: 2018.12.17 08:46:24 -08'00'


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Joseph Stout  
Acting State Director  
BLM California

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Date

**LEONA PARKER**

 Digitally signed by LEONA PARKER  
Date: 2018.11.09 07:19:05 -08'00'

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Leona B. Parker  
Grants Management Officer

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Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

**B. Bureau of Ocean Energy Management**



Rodney Cluck  
Chief, Division of Environmental Sciences

2/6/19  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

C. U.S. Fish and Wildlife Service

**Mary M Abrams** Digitally signed by Mary M Abrams  
Date: 2019.02.19 15:34:37 -08'00'

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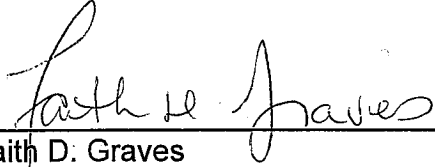
Mary M. Abrams  
Deputy Regional Director

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Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**


D. U.S. Geological Survey

  
\_\_\_\_\_  
Faith D. Graves  
Contracting Officer

11/13/18  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

E. National Park Service

  
\_\_\_\_\_  
Stanley Austin  
Regional Director  
National Park Service, Pacific West Region

12.12.18  
Date

  
\_\_\_\_\_  
Lilette Baltodano  
Financial Agreements Officer

12/10/2018  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

F. U.S. Forest Service

**SUSAN CORDELL** Digitally signed by SUSAN CORDELL  
Date: 2019.02.05 16:17:11 -10'00'

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Susan Cordell  
Director, Institute of Pacific Islands Forestry

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Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

G. Natural Resources Conservation Service

  
\_\_\_\_\_  
James E. Tillman Sr., Acting  
Associate Chief for Conservation

11-27-12  
\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

H. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment

*Alison Dalsimer*

Alison A. Dalsimer  
Program Manager, DoD Natural Resources

Feb. 15, 2019

Date



**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

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

**WHITTEN.CHELSEA.M.  
1139493768**

Digitally signed by WHITTEN.CHELSEA.M.1139493768  
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,  
ou=USA, cn=WHITTEN.CHELSEA.M.1139493768  
Date: 2018.11.14 16:03:48 -06'00'

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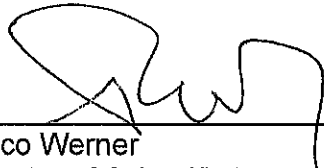
Chelsea Whitten  
Lead Contract Specialist  
ERDC Contracting Office

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Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

J. National Oceanic and Atmospheric Administration



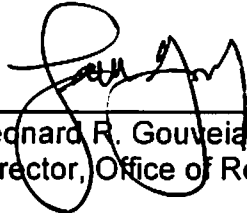
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Cisco Werner  
Director of Scientific Programs and Chief Science Advisor  
National Oceanic and Atmospheric Administration CESU Lead

12/14/18

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

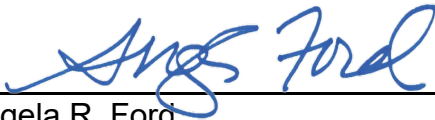
**K. UNIVERSITY OF HAWAII (HOST)**

  
\_\_\_\_\_  
Leonard R. Gouveia, Jr.  
Director, Office of Research Services

DEC 11 2018  
\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

L. The Regents of the University of California, on behalf of its Berkeley campus  
(University of California - Berkeley)



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Angela R. Ford  
Associate Director  
Sponsored Projects Office

2/8/2019

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Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

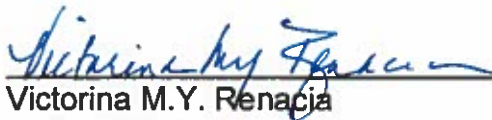
M. University of Guam



\_\_\_\_\_  
Rachael T. Leon Guerrero  
Director, Research & Sponsored Programs

Nov 20, 2018

\_\_\_\_\_  
Date



\_\_\_\_\_  
Victorina M.Y. Renacia  
Legal Counsel

11/20/18  
\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

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N. American Samoa Community College



\_\_\_\_\_  
Afa'i Apulu Ropeti Areta  
Director  
Agriculture, Community, and Natural Resources Division

11/26/18  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

O. Bishop Museum



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Allen Allison  
Senior Zoologist

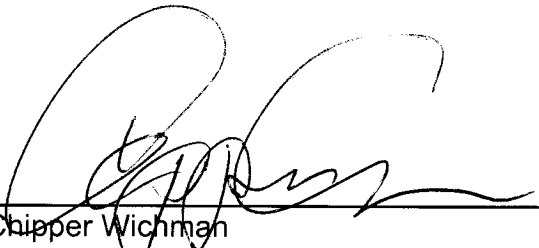
6 Feb 2019

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Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

P. National Tropical Botanical Garden



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Chipper Wichman  
President, Director, and CEO

11/19/2018  
Date



**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

Q. The Nature Conservancy



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Mark R. Fox  
Director of External Affairs

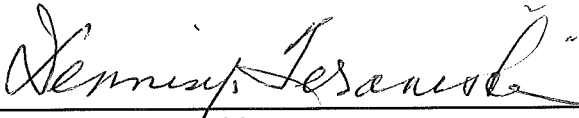
Nov. 27, 2018

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Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

R. Pacific International Center for High Technology Research



\_\_\_\_\_  
Dennis Y. Teramshi  
President and CEO

NOV 21 2018

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

S. University of Redlands



\_\_\_\_\_  
Cory Nomura  
Senior Vice President, Finance and Administration



\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

T. Island Conservation



Digitally signed by Karen Poiani  
DN: cn=Karen Poiani, o=Island Conservation,  
ou=CEO,  
email=karen.poiani@islandconservation.org, c=US  
Date: 2019.02.07 16:40:12 -08'00'

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Karen Poiani  
Chief Executive Officer

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Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

U. Ships of Discovery



\_\_\_\_\_  
Toni L. Carrell  
Vice President



\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

**V. Micronesian Conservation Coalition**

*Julie Hartup*  
Julie Hartup  
Director

12/05/2018  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

**W. Edith Kanaka'ole Foundation**



\_\_\_\_\_  
Kalāho'ohie Mossman  
Executive Officer

11/14/18  
Date