

**NORTH ATLANTIC COAST
COOPERATIVE ECOSYSTEM STUDIES UNIT**

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

between

**Narragansett Indian Tribal Historic Preservation Office (NITHPO)
on behalf of the Narragansett Indian Tribe**

**U.S. DEPARTMENT OF THE INTERIOR
U.S. Geological Survey
National Park Service
U.S. Fish and Wildlife Service
Bureau of Ocean Energy Management
Bureau of Indian Affairs**

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

**U.S. DEPARTMENT OF THE ARMY
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 RHODE ISLAND (HOST)

**The Research Foundation of SUNY for Stony Brook University
Rutgers University
University of Maryland Eastern Shore
University of Massachusetts – Amherst
Maryland Coastal Bays Program
The University of Maine
City University of New York
College of the Atlantic
The Research Foundation of State University of New York
for SUNY College of Environmental Science and Forestry**

**Columbia University in the City of New York
University of Massachusetts – Boston
Bates College
Center for Coastal Studies
Cornell University
Northeastern University
Biodiversity Research Institute
Marine Biological Laboratory (MBL)
University of New England
Schoodic Education and Research Center Institute
Harvard University
~~Manhattan College [withdrawn]~~
University of Connecticut
University of Maryland Center for Environmental Science (UMCES)
Virginia Aquarium & Marine Science Center Foundation, Inc.**

**Adding:
Natural Areas Association
Bryn Mawr College
New Jersey Audubon**

With the exception of the changes below, all terms and conditions of the North Atlantic Coast CESU Agreement apply to this Amendment, and this Amendment is hereby made part of the Agreement.

ARTICLE I. BACKGROUND AND OBJECTIVES

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

D. 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 North Atlantic Coast CESU to assist in providing research, technical assistance and education.

- L.2. The Natural Areas Association, Bryn Mawr College, and New Jersey Audubon are hereby included in the North Atlantic Coast CESU as a 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).

ARTICLE III. TERM OF AGREEMENT

- A.1. The effective date of the North Atlantic Coast CESU Cooperative and Joint Venture Agreement is 19 June 2014.

- A.2. The effective date of this Amendment to the North Atlantic Coast CESU Cooperative and Joint Venture Agreement shall be determined from the date of the last signature to this Amendment.

- 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). 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

D.25. The technical representative for the Natural Areas Association is:

Lisa Smith
Executive Director
Natural Areas Association
125 West Main Street
Ligonier, PA 15658
Phone: (724) 493-4026
lsmith@naturalareas.org

D.26. The technical representative for Bryn Mawr College is:

Dr. Thomas J. Mozdzer
Associate Professor of Biology
Bryn Mawr College
101 N. Merion Ave
Bryn Mawr, PA, 19010
Phone: (610) 526-5098
Fax: (610) 526-5086
tmozdzer@brynmawr.edu

D.27. The technical representative for New Jersey Audubon is:

Dr. David Mizrahi
VP for Research/Monitoring
New Jersey Audubon, Center for Research and Monitoring
600 Route 47 North
Cape May Court House, NJ 08210
Phone: (609) 400-3835
Fax: (609) 861-1651
david.mizrahi@njudubon.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 North Atlantic Coast 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:

NARRAGANSETT INDIAN TRIBE

- A. Narragansett Indian Tribal Historic Preservation Office (NITHPO) on behalf of Narragansett Indian Tribe

U.S. DEPARTMENT OF THE INTERIOR

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

U.S. DEPARTMENT OF AGRICULTURE

- G. Natural Resources Conservation Service

U.S. DEPARTMENT OF DEFENSE

- H. U.S. Army Corps of Engineers – Civil Works
- I. Office of the Assistance Secretary of Defense for Energy, Installations, and Environment

U.S. DEPARTMENT OF COMMERCE

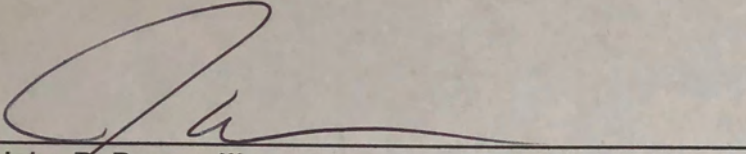
- J. National Oceanic and Atmospheric Administration

K. UNIVERSITY OF RHODE ISLAND (HOST)

- L. The Research Foundation of SUNY for Stony Brook University
- M. Rutgers University
- N. University of Maryland Eastern Shore
- O. University of Massachusetts – Amherst
- P. Maryland Coastal Bays Program
- Q. The University of Maine
- R. City University of New York
- S. College of the Atlantic
- T. The Research Foundation of State University of New York for SUNY College of Environmental Science and Forestry
- U. Columbia University in the City of New York
- V. University of Massachusetts Boston
- W. Bates College
- X. Center for Coastal Studies
- Y. Cornell University
- Z. Northeastern University
- AA. Biodiversity Research Institute
- BB. Marine Biological Laboratory
- CC. University of New England
- DD. Schoodic Institute at Acadia National Park
- EE. Harvard University
- ~~FF. Manhattan College [withdrawn]~~
- GG. University of Connecticut
- HH. University of Maryland Center for Environmental Science (UMCES)
- II. Virginia Aquarium & Marine Science Center Foundation, Inc.
- JJ. Natural Areas Association**
- KK. Bryn Mawr College**
- LL. New Jersey Audubon**

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

- A. Narragansett Indian Tribal Historic Preservation Office (NITHPO) on behalf of
Narragansett Indian Tribe



John B. Brown, III
Narragansett Tribal Medicine Man
and Historic Preservation Officer

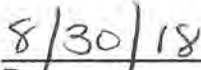
16 March 2019
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey




Faith Graves
Contracting Officer



Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

C. National Park Service

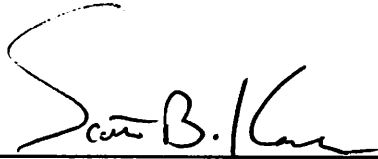


Keith A. Zotti
Chief, Financial Assistance Program
Northeast Region

9/10/2018
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

D. U.S. Fish and Wildlife Service

A handwritten signature in black ink, appearing to read "Scott B. Kahan". The signature is written in a cursive style with a large initial "S".

Scott Kahan
Regional Chief, National Wildlife Refuge System

9/24/2018
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

E. Bureau of Ocean Energy Management

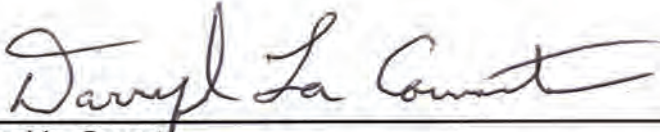
A handwritten signature in black ink, appearing to read 'R. Cluck', written over a horizontal line.

Rodney Cluck
Chief, Division of Environmental Sciences

2/19/19
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

F. Bureau of Indian Affairs



Darryl LaCounte
Director, Bureau of Indian Affairs (Acting)
U.S. Department of the Interior

9-7-18

Date

BRIAN

SCHOELLKOPF

Digitally signed by BRIAN
SCHOELLKOPF
Date: 2018.09.11 16:37:01 -0400

Brian Schoellkopf
Grants Management Specialist

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

G. Natural Resources Conservation Service



KEVIN NORTON
Acting Associate Chief
2019.03.06 08:48:47 -05'00'

Kevin D. Norton
Associate Chief for Conservation

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

H. 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: 2018.09.06 07:20:19 -05'00'

Chelsea Whitten
Lead Contract Specialist
ERDC Contracting Office

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

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

Alison Dalsimer

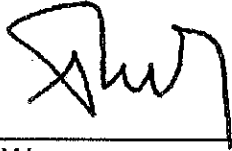
Alison A. Dalsimer
Program Manager, DoD Natural Resources

Feb 15, 2019

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

J. National Oceanic and Atmospheric Administration



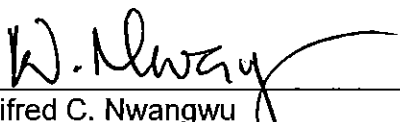
Cisco Werner
Director of Scientific Programs & Chief Science Advisor
National Oceanic and Atmospheric Administration CESU Lead

9/14/18

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

K. UNIVERSITY OF RHODE ISLAND (HOST)



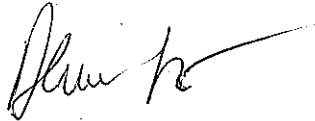
Winifred C. Nwangwu
Director Sponsored Projects

9/10/18

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

L. The Research Foundation of SUNY for Stony Brook University



~~Annette DePeitri~~
~~Contracts Administrator~~

2/11/19

~~Date~~

ALINA AZZAM-STROIA
DIRECTOR
OFFICE OF SPONSORED PROGRAMS

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

M. Rutgers University



Diane Ambrose, Ph.D.
Director
Office of Research and Sponsored Programs




Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. University of Maryland Eastern Shore



Catherine S. Bolek
Director, Office of Sponsored Research and Programs



Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

O. University of Massachusetts – Amherst



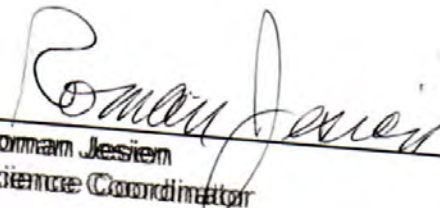
**Theresa W. Girardi, Asst. Director
Office of Post-Award Management**



Date

ARTICLE XIV.. AMENDMENT AUTHORIZING SIGNATURES (cont.)

P. Maryland Coastal Bays Program



Roman Jesien
Science Coordinator

3-2-19

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Q. The University of Maine



~~Michael M. Hastings~~ Christopher Boynton
Director, Office of Research ~~and Sponsored Programs~~ Administration

2/5/19
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

R. The City University of New York




Daniel P. McCloskey
Interim Associate Vice Chancellor for Research

March 1, 2019

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

S. College of the Atlantic



Darron Collins
President

2-13-2019
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

T. The Research Foundation of State University of New York for SUNY College of Environmental Science and Forestry



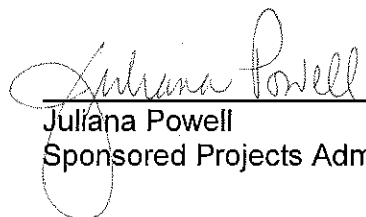
Donald E. Artz
Campus Operations Manager

9/24/18

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

U. Columbia University in the City of New York




Juliana Powell
Sponsored Projects Administration

10/17/2018
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

V. University of Massachusetts Boston

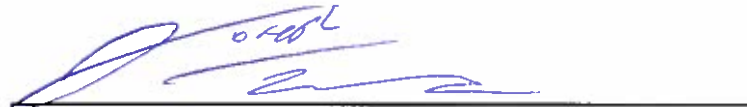


Winston Langley *Emily McDermott*
Provost and Vice Chancellor for Academic Affairs

2-14-19
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

W. Bates College



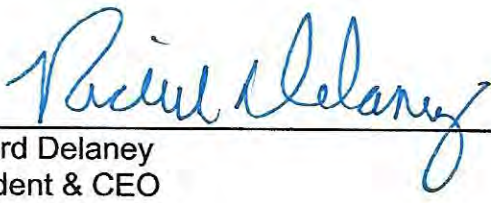
Joseph Tomaras
Director, Sponsored Programs and Research Compliance

8-30-2018

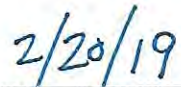
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

X. Center for Coastal Studies



Richard Delaney
President & CEO



Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Y. Cornell University



Digitally signed by Christine Brown
DN: cn=Christine Brown, o=Cornell
University, ou=Office of Sponsored,
email=cb284@cornell.edu, c=US
Date: 2019.01.31 16:36:27 -0500'

Christine Brown
Grant and Contract Officer
Office of Sponsored Programs

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Z. Northeastern University

**Eva
Pasadas**


Digitally signed
by Eva Pasadas
Date: 2019.02.22
15:59:08 -05'00'

Eva Pasadas
Director, Grants & Contracts
Research Enterprise Services

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

AA. Biodiversity Research Institute



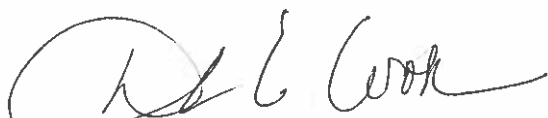
David Evers
Executive Director

Feb. 1 2019

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

BB. Marine Biological Laboratory

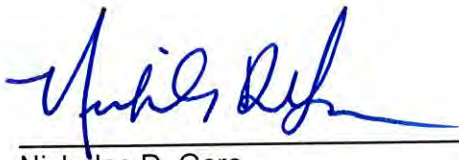


~~Susan Dahill~~ Diane E. Cook
Manager, Office of Sponsored Programs

3/2/19
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

CC. University of New England



Nicholas D. Gere
Director of Research Administration

2/21/19

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

DD. Schoodic Institute at Acadia National Park



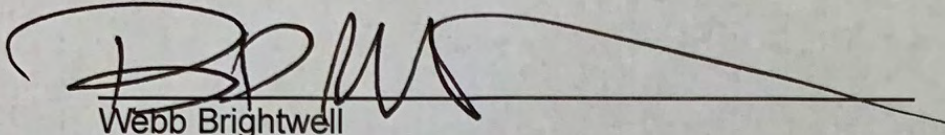
Don Kent
President/CEO

2/13/2019

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

EE. Harvard University



Webb Brightwell
Grants and Contracts Officer
Office for Sponsored Programs

3/1/19

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

~~FF. Manhattan College [withdrawn]~~

~~Dominic Esposito
Director of Grants Administration~~

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

GG. University of Connecticut

Clarice Radenka

~~Jeffrey R. Seemann~~ *Radenka maric*
Vice President for Research

February 1st, 2019

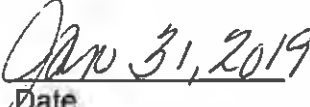
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

HH. University of Maryland Center for Environmental Science



Barbara A. Jenkins
Acting Director, UMCES Office of Research Administration
and Advancement



Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

II. Virginia Aquarium & Marine Science Center Foundation, Inc.

Susan Barco


Digitally signed by Susan Barco
DN: cn=Susan Barco, o=Virginia Aquarium &
Marine Science Center, ou=Research &
Conservation, email=sgbarco@virginiaaquarium.
com, c=US
Date: 2019.02.19 15:40:46 -05'00'

Susan G. Barco
Research Coordinator

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

JJ. Natural Areas Association



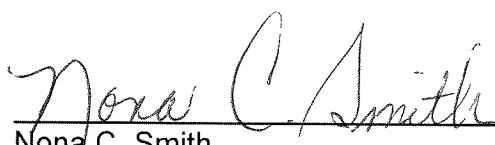
Lisa Smith
Executive Director

9/4/18

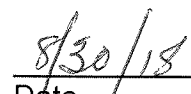
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

KK. Bryn Mawr College



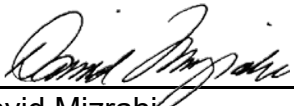
Nona C. Smith
Director of Sponsored Research



Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

LL. New Jersey Audubon



David Mizrahi
Vice President for Research and Monitoring

August 30, 2018

Date