

BLM # PAA007027  
USGS-BRD # 00HQAG0212  
NPS # H 5000 00 0494

**SOUTH FLORIDA/CARIBBEAN  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE AGREEMENT**

**between**

**DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
U.S. Geological Survey–Biological Resources Division  
National Park Service**

**and**

**UNIVERSITY OF MIAMI (HOST)  
Barry University  
Florida A&M University  
Nova Southeastern University  
University of Florida  
University of North Carolina – Wilmington  
University of Puerto Rico  
University of the Virgin Islands  
Audubon of Florida**

**ARTICLE I - BACKGROUND AND OBJECTIVES**

- A. This Cooperative Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Geological Survey–Biological Resources Division, and National Park Service, (hereinafter called Federal Agencies), and the University of Miami and its partner institutions is to establish and maintain the South Florida/Caribbean Cooperative Ecosystem Studies Unit. The South Florida/Caribbean CESU is associated with a national network of CESUs.
- B. The objectives of the South Florida/Caribbean Cooperative Ecosystem Studies Unit (CESU) 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 resources 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 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into a cooperative agreement to establish the South Florida/Caribbean CESU to assist in providing research, technical assistance and education.
- D. The U.S. Geological Survey–Biological Resources Division (hereinafter called BRD) works with others to provide scientific understanding and technologies needed to support the sound management and conservation of our Nation's biological resources (Secretarial Order No. 3202). In accordance with 16 U.S.C.1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the BRD is authorized to enter into a cooperative agreement to establish the South Florida/Caribbean CESU to assist in providing research, technical assistance and education.
- E. 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 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the South Florida/Caribbean CESU to assist in providing research, technical assistance and education.
- F. The University of Miami (hereinafter called Host University) is the largest private research university in the Southeast. The University comprises 14 schools and colleges located on four campuses, including the Coral Gables Campus, the School of Medicine Complex, the Rosenstiel School of Marine and Atmospheric Science Campus, and research facilities on South Campus. The University of Miami

currently enrolls over 13,600 students in approximately 100 undergraduate, 85 master's, and 55 doctoral and professional areas of study. The Rosenstiel School is the campus with the mission to conduct high quality and policy relevant basic and applied research in the marine, atmospheric, and environmental sciences and disseminate the results of this research; provide graduate education and research training, and undergraduate education in the marine atmospheric and environmental sciences; and inform the public via pre-college, continuing education, and other outreach programs.

- G. The partner institutions to the Host University include Barry University, Florida A&M University, Nova Southeastern University, University of Florida, University of North Carolina – Wilmington, University of Puerto Rico, University of the Virgin Islands, and Audubon of Florida (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 South Florida/Caribbean 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 release time of 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 South Florida/Caribbean CESU Manager's 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. Establish, in consultation with the Federal Agencies and Partner Institutions, the South Florida/Caribbean CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the South Florida/Caribbean CESU objectives;
3. Provide release time for faculty to engage in participating Federal Agencies research, technical assistance and education activities related to the South Florida/Caribbean CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide to CESU Federal Agency employees duty-stationed at the Host University normal access to university facilities at the Rosenstiel School of Marine and Atmospheric Science, including but not limited to the library, mail room, physical plant, electronics, machine shop and computer facilities on the same basis as other faculty members of the Host University to the extent allowable under state laws and regulations. Access to additional facilities can be provided by mutual consent of the Federal Agencies and the Host University;
6. Provide to CESU Federal Agency employees duty-stationed at the Host University suitable office space, furniture, laboratory space, utilities, computer network access and basic telephone service at the Rosenstiel School of Marine and Atmospheric Science, as appropriate and available;
7. Offer educational and training opportunities to participating Federal Agency employees, as appropriate;
8. Encourage its students to participate in the activities of the South Florida/Caribbean CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Establish a South Florida/Caribbean CESU Manager's 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 South Florida/Caribbean 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 South Florida/Caribbean CESU objectives and provide release time for faculty to participate in this 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 CESU.

- D. All Federal Agencies, the Host University and Partner Institutions agree to:
1. Establish and maintain the South Florida/Caribbean CESU closely following the CESU Introduction (June 1999), adapting key elements to local and regional needs, as appropriate;
  2. Develop and adopt a South Florida/Caribbean CESU role and mission statement;
  3. Develop a multi-year strategic plan;
  4. Make modifications, as appropriate, to this agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
    - (a) the proposed work and what is being modified in the agreement;
    - (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 deliverables;
  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, A-87, A-102, A-110, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior).

### **ARTICLE III – TERMS 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 determined from the date of the last signature.
- B. By mutual consent and at the end of this agreement, a new agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the South Florida/Caribbean CESU.
- C. 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.
- D. For the purposes of this agreement, modifications 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 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.

## **ARTICLE IV - KEY OFFICIALS**

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

### 1. Bureau of Land Management

Geoff Walsh  
Bureau of Land Management – Eastern States  
State Director's Office  
7450 Boston Boulevard; Mail Stop ES-910  
Springfield, VA 22153-3121  
(703) 440-1668  
Geoffrey\_Walsh@es.blm.gov

### 2. U.S. Geological Survey–Biological Resources Division

G Ronnie Best, Ph.D.  
Chief  
Restoration Ecology Branch  
USGS – Florida Caribbean Science Center  
7920 NW 71 Street  
Gainesville, FL 32653-3071  
(352) 378-8181 (phone)  
Ronnie\_Best@USGS.gov

### 3. National Park Service

John Yancy  
Associate Regional Director for Natural Resource Stewardship and Science  
National Park Service  
Southeast Region  
1000 Alabama Street SW  
1924 Building  
Atlanta, GA 30303  
(404) 562-3279 (phone)  
(404) 562-3263  
john\_yancy@nps.gov

B. The technical representative for the Host University is:

Dr. Peter K. Swart  
Professor  
Division of Marine Geology and Geophysics  
Rosenstiel School of Marine and Atmospheric Science  
University of Miami  
4600 Rickenbacker Causeway  
Miami, FL 33149  
(305) 361-4000  
pswart@rsmas.miami.edu

C. The technical representatives for the Partner Institutions are:

1. Barry University

Dr. Jeremy Montague  
Professor  
School of Natural and Health Science

2. Florida A&M University

Dr. Dreamal Worthen, Asst. Professor  
College of Engineering Sciences,  
Technology and Agriculture

Dr. Richard D. Gragg  
Asst. Professor & Assoc. Director  
Environmental Sciences Institute

3. Nova Southeastern University

Dr. Richard E. Dodge  
Dean  
Nova Southeastern University Oceanographic Center

4. University of Florida

Dr. Frank J. Mazzotti  
Director  
Center for Natural Resources – South Florida

5. University of North Carolina Wilmington

Dr. Alina M. Szmant  
Professor of Biological Sciences and  
Associate Director, National Undersea Research Center  
Center for Marine Science

6. University of Puerto Rico

Dr. Ernesto Weil  
Department of Marine Sciences

7. University of the Virgin Islands  
Dr. Richard S. Nemeth  
Center for Marine and Environmental Studies

8. Audubon of Florida  
Dr. Jerry Lorenz  
Director  
Audubon Society's Tavernier Science Center

**ARTICLE V – AWARD**

A. Award under this agreement is as specified in the incorporated proposal and budget (Article XI 1. and 2.).

B. Upon signature of all parties and upon satisfactory submission of a budget from the Host University, the Federal Agencies will obligate funds as follows:

Bureau of Land Management  
\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Geological Survey–Biological Resources Division  
\$10,000 is awarded to the Host University to carry out this agreement.

National Park Service  
\$10,000 is awarded to the Host University to carry out this agreement.

C. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-102, A-133 and specifically, 43 CFR Part 12 (Department of the Interior).

D. A 15% indirect cost rate will be paid on work covered by the agreement and all its modifications. 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.

E. Award of additional funds or in-kind resources will be made through modifications to the agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to the agreement shall be kept on file with the Host University.

F. 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, specifically 43 CFR Part 12 (Department of the Interior).

## **ARTICLE VII - REPORTS AND/OR DELIVERABLES**

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of South Florida/Caribbean CESU Federal Agencies and Partner Institutions (hereinafter called cooperators) for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.
- C. A role and mission statement will be prepared, adopted and agreed to by all South Florida/Caribbean CESU cooperators within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.
- D. Annual work plans will be developed to guide the specific activities of the South Florida/Caribbean CESU and will:
  - 1. Describe the South Florida/Caribbean CESU's 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 South Florida/Caribbean CESU during the year.The first annual work plan (for FY2001) will be delivered 120 days from the date this agreement is executed. Five (5) copies of the annual work plan will be delivered to each Federal Agency.
- E. A multi-year strategic plan will be developed to generally guide the South Florida/Caribbean CESU and will be delivered within 12 months from the date this agreement is executed. Five (5) copies of the multi-year strategic plan will be delivered to each Federal Agency.

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

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior).

## **ARTICLE IX - TERMINATION**

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and requires approval of each of the Federal Agencies and the Host University.

## **ARTICLE X – REQUIRED/SPECIAL PROVISIONS**

### **A. REQUIRED PROVISIONS:**

1. **NON-DISCRIMINATION:** All activities pursuant this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other 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 or the laws of the District establishing, affecting, or relating to the agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 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, Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 U.S.C. 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, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

## 6. LIABILITY PROVISION:

### Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, 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 law, 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.

### 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 anyone 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 organization, its representatives, or employees in connection with this agreement.

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.

## B. 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 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.

2. That the results of any cooperative studies may be used for development of theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay theses publication.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

#### **ARTICLE XI – DOCUMENTS INCORPORATED BY REFERENCE**

A. The following are to be incorporated into this agreement:

1. Budget for funds awarded in this agreement
2. DI-2010, Certifications for the Host University and Partner Institutions regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

#### **ARTICLE XII - ATTACHMENTS**

A. The following are attached:

1. ATTACHMENT 1 – Financial Status Report, SF 269A
2. ATTACHMENT 2 – Request for Advance or Reimbursement, SF 270
3. ATTACHMENT 3 – ACH Payment, SF3881
4. ATTACHMENT 4 – Example Modification Template

#### **ARTICLE XIII - AUTHORIZING SIGNATURES**

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

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

D. UNIVERSITY OF MIAMI

- E. Barry University
- F. Florida A&M University
- G. Nova Southeastern University
- H. University of Florida
- I. University of North Carolina – Wilmington
- J. University of Puerto Rico
- K. University of the Virgin Islands
- L. Audubon of Florida

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

A. Bureau of Land Management

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\_\_\_\_\_  
Date

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

B. U.S. Geological Survey–Biological Resources Division

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

C. National Park Service

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Date

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Date

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

D. University of Miami

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Date



**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

E. Barry University

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

F. Florida A&M University

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

G. Nova Southeastern University

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

H. University of Florida

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

I. University of North Carolina – Wilmington

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

J. University of Puerto Rico

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

K. University of the Virgin Islands

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

L. Audubon of Florida

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Date