

**NORTH AND WEST ALASKA
COOPERATIVE ECOSYSTEM STUDIES UNIT**

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

between

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

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

**U.S. DEPARTMENT OF DEFENSE
Office of the Assistant Secretary of Defense for
Energy, Installations, and Environment
U.S. Army Corps of Engineers – Civil Works**

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

and

**UNIVERSITY OF ALASKA SYSTEM (HOST)
(UA-Anchorage, UA-Fairbanks, UA-Southeast)**

**University of New Hampshire
Alaska SeaLife Center
Alaska Pacific University
Alaska Geographic
Manomet Center for Conservation Sciences
Wildlife Conservation Society
Idaho State University
Montana State University
Sitka Sound Science Center**

**Adding:
Bureau of Indian Affairs**

With the exception of the changes below, all terms and conditions of the North and West Alaska 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

A.1. The Bureau of Indian Affairs (BIA) is hereby included in the North and West Alaska CESU as a Federal Agency Partner.

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

E. 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 "shall enter into cooperative agreements with colleges and universities, including 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 System, or the larger region of which System units are a part" 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 and West Alaska CESU to assist in providing research, technical assistance and education.

- O. Bureau of Indian Affairs (BIA) is the oldest bureau of the United States Department of the Interior. Established in 1824, BIA currently provides services to approximately 1.9 million American Indians and Alaska Natives. There are 566 federally recognized American Indian tribes and Alaska Natives in the United States. The mission of the Bureau of Indian Affairs is to: "... enhance the quality of life, to promote economic opportunity, and to carry out the responsibility to protect and improve the trust assets of American Indians, Indian tribes, and Alaska Natives." BIA has responsibility for the administration and management of 55 million surface acres and 57 million acres of subsurface minerals estates held in trust by the United States for American Indian, Indian tribes, and Alaska Natives. BIA serves a special role, both serving tribes through trust management and by providing technical support and advice across a broad range of topics. The BIA is also the lead agency providing for federal management of the trust corpus held on behalf of tribal government and individual beneficial owners and as such is tasked with coordinating science, technical education, and management needs for those trust resources. The tribes, through the Indian Self-Determination and Education Assistance Act of 1975 (Pub. L. 93-638), are authorized to contract BIA management functions and as such mission needs, research results, and education efforts serve and enable tribal and BIA staff. The Act also authorized the federal government to follow specific contracting regulations for Recognized Federal Indian Tribes, and with tribal approval, tribally chartered Indian colleges and universities.

BIA participation in the CESU Network will include support, coordination, and cooperation focused on science and education for climate and trust resource management, as well as other areas within its range of mission-related services and activities. BIA is authorized to enter into cooperative agreements under the general authority for climate change via the Snyder Act of 1921, as amended, 25 U.S.C. § 13; for FY14 (2-year funding) via Pub. L. 113-76, and FY15 (2-year

funding) via Pub. L. 113-164, as amended (and subsequent annual budget appropriations as may be authorized during the term of the agreement); and for any potential Forestry and Wildland Fire Management program efforts, via the National Indian Forest Resources Management Act of 1990, Pub. L. 101- 630. BIA has the authority to enter into this agreement pursuant to 25 U.S.C. § 2; the Education and Training Program, 23 U.S.C. § 6004; and Snyder Act of 1921, as amended, 25 U.S.C. § 13.

ARTICLE II. STATEMENT OF WORK

A.8.a. Section A.8. is hereby amended and restated in its entirety as follows:

A.8. Ensure its employees follow the Code of Ethics for Government Service (Pub. L. 96-303) and Standards of Ethical Conduct (5 CFR Part 2635);

D.6.a. Section D.6. is hereby amended and restated in its entirety as follows:

D.6. 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.7. Provide data on CESU projects to the CESU Network National Office and/or host institution in accordance with CESU Council guidelines as posted on the CESU Network website (www.cesu.org).

D.8. Engage in collaborative activities consistent with federal scientific and scholarly integrity directives and policies (e.g., Presidential and OSTP Scientific Integrity Memoranda; DOD Instruction 3200.20; DOI 305 DM 3; USDA DR 1074-001;), as appropriate.

ARTICLE III. TERM OF AGREEMENT

A.1. The effective date of the North and West Alaska CESU Cooperative and Joint Venture Agreement is 15 July 2013.

A.2. The effective date of this Amendment to the North and West Alaska 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 be 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

A.11. The technical representative for the Bureau of Indian Affairs is:

Rachael Novak
Climate Science Coordinator
Bureau of Indian Affairs
1849 C Street NW, MIB 4633
Washington, DC 20240
Phone: (202) 219-1652
rachael.novak@bia.gov

ARTICLE V. AWARD

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., C.2., and C.3. (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. The USFS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 U.S.C. § 3103(18) and 7 U.S.C. § 3319. Indirect costs may be used to satisfy USFS cost sharing requirements of at least a minimum of 20% of total project costs. It is recommended that cost-sharing is greater than 20% in accordance with the Forest Service Handbook FSH1509.11, Chapter 70.

C.2. 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.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 (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:

U.S. DEPARTMENT OF THE INTERIOR

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

E. U.S. Fish and Wildlife Service

F. Bureau of Indian Affairs

U.S. DEPARTMENT OF AGRICULTURE

G. U.S. Forest Service

H. Natural Resources Conservation Service

U.S. DEPARTMENT OF DEFENSE

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

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

U.S. DEPARTMENT OF COMMERCE

K. National Oceanic and Atmospheric Administration

L. UNIVERSITY OF ALASKA SYSTEM (HOST)

M. University of New Hampshire

N. Alaska SeaLife Center

O. Alaska Pacific University

P. Alaska Geographic

Q. Manomet Center for Conservation Sciences

R. Wildlife Conservation Society

S. Idaho State University

T. Montana State University

U. Sitka Sound Science Center

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

Bud C. Cribley
State Director

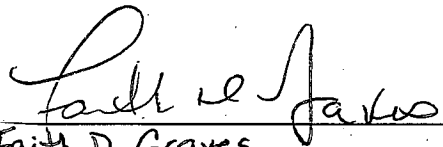
Date

Betty Lockard
Grants Management Officer

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey



Faith D. Graves
Contracting Officer

8/23/17
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

C. National Park Service

Herbert C. Frost
Regional Director
Alaska Region

Date

Margaret H. Iskra
Contracting Officer

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

D. Bureau of Ocean Energy Management

A handwritten signature in black ink, consisting of several fluid, overlapping strokes that form a stylized representation of the name Rodney Cluck.

Rodney Cluck
Chief, Division of Environmental Sciences

8/24/17
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

E. U.S. Fish and Wildlife Service

Greg Siekaniec
Regional Director
Alaska Region

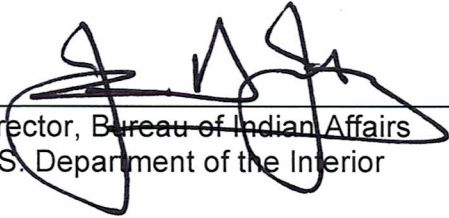
Date

Rich Primmer
Contract Specialist

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

F. Bureau of Indian Affairs

Metcalfe


Director, Bureau of Indian Affairs
U.S. Department of the Interior

9/19/17

Date

Jo Ann Metcalfe
Grants Management Specialist

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

F. Bureau of Indian Affairs

Director, Bureau of Indian Affairs
U.S. Department of the Interior

Date




~~Jo Ann Metcalfe~~ Brian Schwelkopf
Grants Management Specialist



Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

G. U.S. Forest Service



08/23/17
Date

PAUL ANDERSON
Acting Station Director
US Forest Service
PNW Reserach Station

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



8/23/17
Date

Vi Ta
Lead Grants Management Specialist
Pacific Northwest Research Station

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

H. Natural Resources Conservation Service

RAFAEL J. GUERRERO

RAFAEL GUERRERO
Acting Deputy Chief for Science and Technology

08/31/2017
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

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

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NN.1284843602 DALSIMER.ALLYN.ANN.1284843602
Date: 2018.02.05 18:27:45 -05'00'

Alison A. Dalsimer
Manager, DoD Natural Resources Program

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

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

**WHITTEN.CHELSEA.M.1139
493768**

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: 2017.09.06 17:02:12 -05'00'

Chelsea Whitten
Lead Contract Specialist
ERDC Contracting Office

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

K. National Oceanic and Atmospheric Administration

Cisco
Werner

Digitally signed by Cisco Werner
DN: cn=Cisco Werner, o=NMFS,
ou=NOAA,
email=cisco.werner@noaa.gov,
c=US
Date: 2017.09.19 12:42:33 -04'00'

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

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

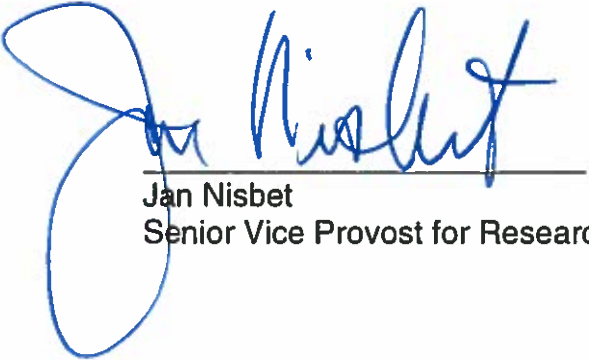
L. University of Alaska System

Dana L. Thomas
Vice President, Academic Affairs

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

M. University of New Hampshire



Jan Nisbet
Senior Vice Provost for Research

9-25-17

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. Alaska SeaLife Center

A handwritten signature in blue ink, reading "Tara L. Riemer", written over a horizontal line.

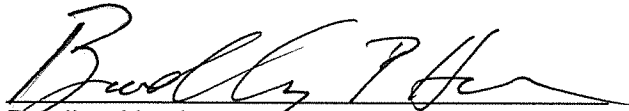
Tara L. Riemer
President and CEO

9/21/2017

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

O. Alaska Pacific University


Bradley Harris
Associate Professor

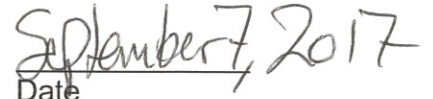
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Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

P. Alaska Geographic



Andy Hall
Executive Director



Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Q. Manomet Center for Conservation Sciences

DocuSigned by:

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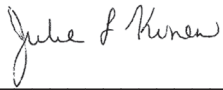
Constance de Brun
Chief Operating Officer/Chief Financial Officer

9/7/2017

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

R. Wildlife Conservation Society



Julie Kunen
2017.09.26 14:05:31
-04'00'

Julie L. Kunen
Vice President, Americas

09/26/2017

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

S. Idaho State University



Cornelis Van der Schyf
Vice President for Research



Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

T. Montana State University

Renee Reijo Pera
Vice President of Research and Economic Development

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

U. Sitka Sound Science Center



Lisa Busch
Executive Director

9/7/2017

Date