

**CALIFORNIAN
COOPERATIVE ECOSYSTEM STUDIES UNIT**

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

between

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

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

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

**DEPARTMENT OF DEFENSE
Office of the Deputy Under Secretary of Defense
(Installations and Environment)**

and

**UNIVERSITY OF CALIFORNIA (HOST)
(UC-Berkeley, UC-Davis, UC-Irvine, UC-Los Angeles, UC-Merced,
UC-Riverside, UC-San Diego, UC-Santa Barbara, UC-Santa Cruz)
San Francisco State University
California State University, Fresno
California State University, Los Angeles
Cal Poly Corporation, California Polytechnic State University
CSU, Chico Research Foundation, California State University, Chico
Humboldt State University
California State University, Northridge
California State University, Stanislaus
California Department of Fish and Game**

Adding:

National Oceanic and Atmospheric Administration

With the exception of the changes below, all terms and conditions of the Californian Cooperative Ecosystem Studies Unit (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 National Oceanic and Atmospheric Administration is hereby included in the Californian CESU as a Federal Agency Partner under agreement number # [insert agreement number].

D.1 The following revisions are hereby included in the Agreement as background information for the U.S. Bureau of Reclamation: The U.S. Bureau of Reclamation (hereinafter called USBR) manages, develops, and protects water and related resources in an environmentally and economically sound manner in the interest of the American public (43 USC Chapter 12). USBR is authorized to enter into certain cooperative agreements in accordance with the authority delegated in 255 DM 14.1, which states that the Commissioner is delegated so much of the authority of the Secretary under the Fish and Wildlife Coordination Act, 16 USC 661 et seq., as is necessary to provide assistance, through grants or cooperative agreements, to public or private organizations for the improvement of fish and wildlife habitat associated with water systems or water supplies affected by Reclamation projects. In accordance with this authority, and also in accordance with the Omnibus Public Land Management Act of 2009 (P.L. 111-11), Subtitle F-Secure Water, Sec 9502, 9504, and 9509, the USBR is authorized to enter into a cooperative agreement to continue the Californian CESU to assist in providing research, technical assistance and education.

I.1. The following revisions are hereby included in the Agreement as background information for the Natural Resources Conservation Service: Under 16 USC 590a-f, the Natural Resources Conservation Service is authorized to enter into this cooperative agreement continuing the Californian CESU to assist in providing research, technical assistance and education.

N. The mission of the National Oceanic and Atmospheric Administration (hereinafter NOAA) is to understand and predict changes in the Earth's environment and conserve and manage coastal and marine resources to meet our Nation's economic, social, and environmental needs. Authorities to participate in and conduct activities through the Cooperative Ecosystem Studies Units Network include 33 USC 883e, which gives NOAA the authority to enter into cooperative agreements with States, Federal Agencies, public or private organizations or individuals for authorized surveys or investigations and other specified purposes. In addition, under 16 USC 661, NOAA has the authority to provide assistance to, and cooperate with, Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat, in controlling losses of the same from disease or other causes, in minimizing damages from overabundant species,

among other things. NOAA also has the authority under 15 USC 2901 et seq., to enter into contracts, grants, or cooperative agreements for climate-related activities. Finally, the Coastal Zone Management Act at 16 USC 1451 et seq., grants NOAA the authority to coordinate with Federal Agencies and provide financial and technical assistance to states and territories to preserve, protect, develop, and where possible, to restore or enhance, the resources of the Nation's coastal zone for this and succeeding generations, among other things. In accordance with the authorities listed above, NOAA is authorized to enter into this cooperative agreement continuing the Californian CESU to assist in providing research, technical assistance and educational services.

ARTICLE III. TERM OF THE AGREEMENT

A.1. The effective date of the Californian CESU Cooperative and Joint Venture Agreement is 01 July 2008.

A.3. The effective date of this Amendment to the Californian CESU Cooperative and Joint Venture Agreement shall be determined from the date of the last signature to this Amendment.

ARTICLE IV. KEY OFFICIALS

A.10. The technical representative for the National Oceanic and Atmospheric Administration is:

Dr. Norman W. Bartoo
Science and Research Director
Southwest Fisheries Science Center
3333 North Torrey Pines Court
La Jolla, CA 92037-1022
Phone: (858) 546-7000
Fax: (858) 546-7003
Norm.Bartoo@noaa.gov

ARTICLE V. AWARD

A.1. Upon signature of all parties to this amendment, the National Oceanic and Atmospheric Administration will commit \$10,000 in funds to the Californian CESU Host University in furtherance of the Agreement, to be authorized by a modification issued against the Agreement.

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

All award recipients must comply with the following term and condition of award. This term of award is hereby made part of the Agreement pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amended (22 USC 7104) and 2 CFR Part 175.

A. REQUIRED PROVISIONS:

7. TRAFFICKING IN PERSONS:

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

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --

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

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

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

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

(c) Provisions applicable to any recipient.

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.
- (2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.

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

- (1) “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

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

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 Reclamation
- C. U.S. Fish and Wildlife Service
- D. U.S. Geological Survey
- E. National Park Service

U.S. DEPARTMENT OF AGRICULTURE

- F. USDA Forest Service
- G. Natural Resources Conservation Service

H. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

U.S. DEPARTMENT OF DEFENSE

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

U.S. DEPARTMENT OF COMMERCE

J. National Oceanic and Atmospheric Administration

K. UNIVERSITY OF CALIFORNIA

- L. San Francisco State University
- M. California State University, Fresno
- N. California State University, Los Angeles
- O. Cal Poly Corporation, California Polytechnic State University
- P. CSU, Chico Research Foundation, California State University, Chico
- Q. Humboldt State University
- R. California State University, Northridge
- S. California State University, Stanislaus
- T. California Department of Fish and Game

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

[Print Name]:
State Director

Date

Julia B. Lang
Assistance Officer

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

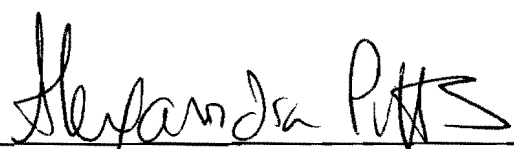
B. Bureau of Reclamation

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

C. U.S. Fish and Wildlife Service

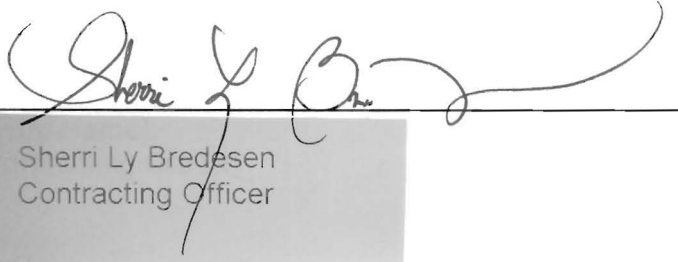


Kenneth McDermond
Deputy Operations Manager

10/23/09
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

D. U.S. Geological Survey



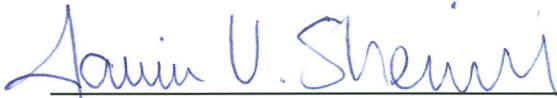
Handwritten signature of Sherri Ly Bredesen in cursive script, written over a horizontal line. The signature is partially obscured by a grey rectangular box below it.

Sherri Ly Bredesen
Contracting Officer

10/22/09
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

E. National Park Service



Jamie V. Sherrill
Contracting Officer

11/18/09
Date

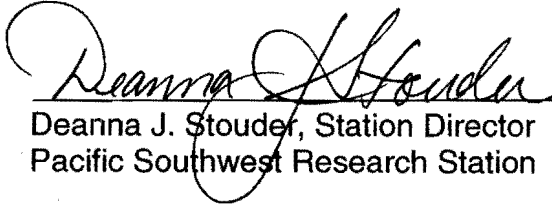


Rory D. Westberg
Acting Regional Director
Pacific West Region

11/19/09
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

F. USDA Forest Service




Deanna J. Stouder, Station Director
Pacific Southwest Research Station

20 Oct 09
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

G. Natural Resources Conservation Service



Eloris D. Speight
Acting Deputy Chief for Management

11-10-09
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

H. National Aeronautics and Space Administration

[Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

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

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

J. National Oceanic and Atmospheric Administration



10/31/07

[Print Name]: Gary Reisner
[Print Title]: Director, NOAA Fisheries Service
Office of Management and Budget

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

K. University of California, systemwide authorization



[Print Name]:
[Print Title]:

LOURDES G. DeMATTO
CONTRACT AND GRANT OFFICER

11/18/09
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

L. San Francisco State University

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

M. California State University, Fresno

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. California State University, Los Angeles



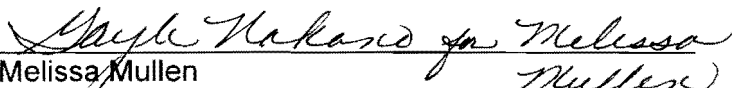
[Print Name]: Jose L. Galvan

[Print Title]: Dean of Extended Education & Research

11-24-09
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

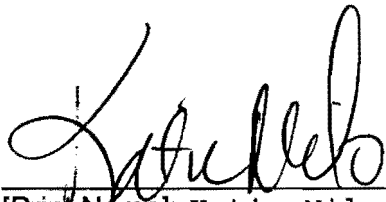
O. Cal Poly Corporation, California Polytechnic State University


Melissa Mullen
Sponsored Programs Manager
Cal Poly Corporation

11/19/09
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

P. CSU, Chico Research Foundation, California State University, Chico



[Print Name]: Katie Milo
[Print Title]: Vice Provost for Research

11/6/09

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Q. Humboldt State University

[Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

R. California State University, Northridge

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

S. California State University, Stanislaus

DDemetrulias

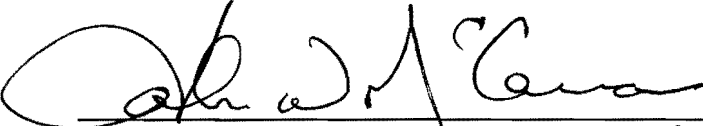
[Print Name]: Diana Demetrulias
[Print Title]: Vice Provost

10/29/09

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

T. California Department of Fish and Game



[Print Name]: John McCamard
[Print Title]: Acting Director

11/09/09

Date