CALIFORNIAN
COOPERATIVE ECOSYSTEM STUDIES UNIT

AMENDMENT SIX to
COOPERATIVE and JOINT VENTURE AGREEMENT

between

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

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

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

U.S. DEPARTMENT OF DEFENSE
  Office of the Assistant Secretary of Defense for Sustainment
  U.S. Army Corps of Engineers–Civil Works

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

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)

California State University, Channel Islands
CSU Chico Research Foundation
  (on behalf of California State University, Chico)
California State University, Fresno
CSU Fullerton Auxiliary Services Corporation
  (on behalf of California State University, Fullerton)
Humboldt State University

Agreement Number(s)
  BIA # no number issued
  BLM # BLM-CALI-CESU-2018
  BOEM # no number issued
  USBR # USBR-CALI-CESU-2018
  FWS # FWS-CALI-CESU-2018
  USGS # G18AS00270
  NPS # NPS-CALI-CESU-2018
  USFS # 18-JV-11272150-072
  USFS # 22-MU-11052007-003
  NRCS # 68-3A75-18-502
  NOAA # no number issued
  DOD # no number issued
  USACE # no number issued
  NASA # no number issued
ARTICLE I. BACKGROUND AND OBJECTIVES

J.0. Section J. (U.S. Forest Service) is hereby amended and restated in its entirety as follows:

J. U.S. Forest Service. The U.S. Department of Agriculture Forest Service (hereinafter called USFS) mission is to achieve quality land management under
the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. §§ 1641-1646). In accordance with 7 U.S.C. § 3318(b), the USFS is authorized to enter into a joint venture agreement to assist in providing agricultural research and teaching activities. In accordance with the Interior and Related Agencies Appropriations Act of 1992 (Pub. L. 102-154), the USFS is authorized to enter into Challenge Cost-Share Agreements to cooperate with others in developing, planning, and implementing mutually beneficial projects that enhance Forest Service activities, where the cooperators provide matching funds or in-kind contributions. In accordance with Wyden Amendment (Pub. L. 105-277, Section 323 as amended by Pub. L. 109-54, Section 434), the USFS is authorized to enter into Cooperative Agreements or Participating Agreements for the protection, restoration, and enhancement of fish and wildlife habitat, and other natural or cultural resources on public or private land; the reduction of risk for natural disaster where public safety is threatened; or a combination of both. Wyden Amendment agreements must provide a benefit to the natural or cultural resources on National Forest System lands within the watershed. In accordance with the aforementioned authorities, the USFS is authorized to enter into this Agreement to continue the Californian CESU to promote, conduct, and provide research, studies, assessments, monitoring, technical assistance, and education. National Forest System funds are not authorized for research activities.

ARTICLE II. STATEMENT OF WORK

Sections A and B are hereby amended only for USFS as a CESU federal agency partner. For each section/subsection listed below, the following is added:

A.4. For USFS, if determined appropriate and available in a separate agreement, provide funds for basic support and salary for participating Host University and Partner Institution faculty.

A.5. For USFS, if agreed upon in a separate agreement, provide project funds and/or collaboration to support specific research, technical assistance, and education projects, as appropriate and as available.

A.10. For USFS, be individually responsible for their agency's role in administering this MOU and related agreements, transferring funds if determined via separate agreement, and supervision of agency employees, as appropriate.

B.6. For the Host University in partnership with USFS, provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for USFS personnel to be located at the Host University, as appropriate, only if agreed upon in a separate agreement.

ARTICLE III. TERM OF AGREEMENT
A.1. The effective date of the Californian CESU Cooperative and Joint Venture Agreement is 01 July 2018.

A.2. 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.

ARTICLE IV. KEY OFFICIALS

A.8. The representatives for the U.S. Forest Service are hereby amended as follows:

*Technical Representative(s)*

A.J. Duggan, J.D.
Research Planning Director
Pacific Southwest Research Station
U.S. Forest Service
800 Buchanan Street
Albany, CA 94710
Phone: (510) 883-8836
Phone: (510) 542-0081
arthur.a.duggan@usda.gov

Stephanie Coppeto
Regional Monitoring Coordinator
Pacific Southwest Region
U.S. Forest Service
35 College Drive
South Lake Tahoe, CA 96150
Phone: (530) 543-2679
stephanie.coppeto@usda.gov

*Administrative Representative(s)*

Jennifer R. Jones
Grants and Agreements Specialist
Pacific Southwest Research Station
U.S. Forest Service
800 Buchanan Street
Albany, CA 94710
Phone: (510) 883-8843
Fax: (510) 883-8858
jennifer.jones2@usda.gov

Constance Zipperer
Grants and Agreements Specialist
Pacific Southwest Region
ARTICLE V. AWARD

Sections B, C, and D are hereby amended only for USFS as a CESU federal agency partner. For each section/subsection listed below, the following is added/amended:

**B.** For USFS, if agreed upon in a separate agreement, payments will be made by the USFS for work in accordance with 2 CFR 200, as appropriate, and USFS regulations, as applicable.

**C.0.** Section C.1. is hereby amended and restated in its entirety as follows:

C.1. For USFS Research (e.g., Pacific Southwest Research Station), 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.

For USFS, Pacific Southwest Region – National Forest System (Partnership Agreements), indirect cost rate of 17.5% identified in the CESU agreement applies and can be reimbursed to the partner. Indirect costs may be used to satisfy a portion of USFS cost-share matching requirements as long as there are other direct cost and/or in-kind contributions, such as volunteer labor. Indirect costs cannot make up a majority of the USFS cost-share matching requirements. Partner cost-share matching contributions are negotiated for each agreement on its own merits, to attempt to negotiate a dollar-for-dollar cost-share match. Partner cost-share matching contributions cannot be less than 20% of total project costs.

**D.** For USFS, award of additional funds or in-kind resources will be made through separate agreements subject to the rules, regulations, and policies of USFS.

ARTICLE XII. ATTACHMENTS/LINKS

The following documents are attached for use per agency requirements, as appropriate:

ATTACHMENT 5 – U.S. Forest Service Memorandum of Understanding Additional Provisions
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES

Per Article III.C., the following authorizing signatures are attached:

H. U.S. Forest Service
N. UNIVERSITY OF CALIFORNIA (HOST)
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

H. U.S. Forest Service

Richard Barhydt
Station Director
Pacific Southwest Research Station

Jennifer Eberlien
Regional Forester
U.S. Forest Service, Pacific Southwest Region

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

Jennifer R. Jones
Grants and Agreements Specialist
Pacific Southwest Research Station

Constance Zipperer
Grants and Agreements Specialist
U.S. Forest Service, Pacific Southwest Region
FS Agreement #22-MU-11052007-003
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. UNIVERSITY OF CALIFORNIA (HOST), systemwide authorization

Lourdes G. DeMattos  Date
Contract and Grant Officer

Lourdes G. DeMattos  Date

2021.11.10 02:56:54 -08'00'

cn=Lourdes G. DeMattos, o=Regents of the University of California, ou=Associate Director, Research Policy Analysis & Coordination, email=lourdes.demattos@ucop.edu, c=US
ATTACHMENT 5 – U.S. Forest Service MOU Supplemental Provisions

A. PRINCIPAL U.S. FOREST SERVICE CONTACTS.

<table>
<thead>
<tr>
<th>U.S. Forest Service Program Manager Contact</th>
<th>U.S. Forest Service Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephanie Coppeto</td>
<td>Constance Zipperer</td>
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<tr>
<td>Regional Monitoring Coordinator</td>
<td>Supervisory Grants Management Specialist</td>
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<td>35 College Drive</td>
<td>1323 Club Drive</td>
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<tr>
<td>South Lake Tahoe, CA 96150</td>
<td>Vallejo, CA 94592</td>
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<tr>
<td>Phone: 530-543-2679</td>
<td>Phone: 707-562-9120</td>
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<tr>
<td><a href="mailto:stephanie.coppeto@usda.gov">stephanie.coppeto@usda.gov</a></td>
<td><a href="mailto:constance.zipperer@usda.gov">constance.zipperer@usda.gov</a></td>
</tr>
</tbody>
</table>

B. ENDORSEMENT. Any of Cooperator’s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of cooperator’s products or activities.

C. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator(s) availability of funds and other resources; agency and other cooperator(s) administrative and legal requirements (including agency authorization by statute; etc.

D. USE OF U.S. FOREST SERVICE INSIGNIA. In order for cooperator(s) to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

E. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

F. FREEDOM OF INFORMATION ACT (FOIA). Public access to this MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5USC 552).
G. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** Cooperator(s) shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

H. **DEBARMENT AND SUSPENSION.** Cooperator(s) shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should cooperator(s) or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.