

**CALIFORNIAN  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**AMENDMENT SIX to  
COOPERATIVE and JOINT VENTURE AGREEMENT**

**between**

**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

**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

**California State University, Los Angeles**  
**University Corporation at Monterey Bay (on behalf of CSU Monterey Bay)**  
**The University Corporation (on behalf of California State University, Northridge)**  
**Cal Poly Pomona Foundation, Inc.**  
**(on behalf of California State Polytechnic University, Pomona)**  
**California State University, Sacramento (Sacramento State)**  
**San Diego State University Research Foundation**  
**San Francisco State University**  
**Cal Poly Corporation (on behalf of California Polytechnic State University)**  
**Sonoma State University**  
**California State University, Stanislaus**  
**Carnegie Mellon University**  
**Occidental College**  
**University of Southern California School of Architecture**  
**California Department of Fish and Wildlife**  
**California Association of Resource Conservation Districts**  
**California Invasive Plant Council**  
**The Institute for Bird Populations**  
**Institute for Wildlife Studies**  
**Moss Landing Marine Laboratories**  
**Point Blue Conservation Science**  
**Santa Barbara Botanic Garden**  
**San Bernardino County Museum**  
**San Diego Natural History Museum**  
**Zoological Society of San Diego (d/b/a San Diego Zoo Global)**  
**Marine Ecology and Telemetry Research**  
**The Marine Mammal Center**  
**Stanford University Department of Earth System Science**  
**Smithsonian Institution**  
**Southern California Marine Institute**  
**Sierra Streams Institute**  
**California Academy of Sciences**

With the exception of the changes below, all terms and conditions of the Californian 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**

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

U.S. Forest Service  
1323 Club Drive  
Vallejo, CA 94592  
Phone: (707) 562-9120  
constance.zipperer@usda.gov

## **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** Digitally signed by  
RICHARD BARHYDT  
Date: 2021.11.30  
18:56:00 -08'00'

Richard Barhydt  
Station Director  
Pacific Southwest Research Station

\_\_\_\_\_  
Date

**Elizabeth A. Berger** Digitally signed by Elizabeth A.  
Berger  
Date: 2021.12.01 09:16:44 -08'00'

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

\_\_\_\_\_  
Date

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

**JENNIFER  
JONES** Digitally signed by  
JENNIFER JONES  
Date: 2021.11.16  
14:54:15 -08'00'

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

\_\_\_\_\_  
Date

**CONSTANCE ZIPPERER** Digitally signed by CONSTANCE ZIPPERER  
Date: 2021.11.16 08:59:04 -08'00'

Constance Zipperer  
Grants and Agreements Specialist  
U.S. Forest Service, Pacific Southwest Region  
FS Agreement #22-MU-11052007-003

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

N. UNIVERSITY OF CALIFORNIA (HOST), systemwide authorization



Lourdes G. DeMattos  
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  
2021.11.10 02:56:54 -08'00'

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Lourdes G. DeMattos  
Contract and Grant Officer

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Date



## ATTACHMENT 5 – U.S. Forest Service MOU Supplemental Provisions

### A. PRINCIPAL U.S. FOREST SERVICE CONTACTS.

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

- 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.