COLORADO PLATEAU COOPERATIVE ECOSYSTEM STUDIES UNIT

AMENDMENT FOUR TO COOPERATIVE and JOINT VENTURE AGREEMENT

between

NAVAJO NATION

and

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

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

and

NORTHERN ARIZONA UNIVERSITY (HOST)
Arizona State University
Colorado State University
Diné College
Fort Lewis College
New Mexico State University
Oregon State University
University of Arizona
University of Nevada-Reno
Utah State University
The Arboretum at Flagstaff
Museum of Northern Arizona

Colorado Mesa University (formerly Mesa State College) Southern Utah University **Archaeology Southwest (formerly Center for Desert Archaeology) Rocky Mountain Bird Observatory Weber State University University of New Mexico Crow Canyon Archaeological Center University of Pennsylvania** Prescott College **Institute for Bird Populations** The University of Texas at San Antonio **University of Utah Utah Valley University Dixie State University Conservation Science Partners Desert Research Institute University of Cincinnati New Mexico Institute of Mining and Technology**

Adding:
Western Association of Fish and Wildlife Agencies
RiversEdge West
Living Heritage Research Council

With the exception of the changes below, all terms and conditions of the Colorado Plateau CESU Agreement apply to this Amendment, and this Amendment is hereby made part of the Agreement.

ARTICLE I. BACKGROUND AND OBJECTIVES

- F.0. Pursuant to enactment of Title 54, U.S. Code, "National Park Service and Related Programs," Section F. (National Park Service) is hereby amended and restated in its entirety as follows:
 - F. 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 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 Colorado Plateau CESU to assist in providing research, technical assistance and education.

M.3. The Western Association of Fish and Wildlife Agencies, RiversEdge West, and the Living Heritage Research Council are hereby included in the Colorado Plateau CESU as a Partner Institutions.

ARTICLE II. STATEMENT OF WORK

- D.7.a. Section D.7. is hereby amended and restated in its entirety as follows:
 - D.7. 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.8. Provide data on CESU projects to the CESU Network National Office and/or Host University in accordance with CESU Network Council guidelines as posted on the CESU Network website (www.cesu.org).

ARTICLE III. TERM OF AGREEMENT

- A.1. The effective date of the Colorado Plateau CESU Cooperative and Joint Venture Agreement is 18 June 2014.
- A.2. The effective date of this Amendment to the Colorado Plateau 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 and 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 Network 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 Network Council and all partners shall receive prior notification of amendments.

ARTICLE IV. KEY OFFICIALS

D.30. The technical representative for the <u>Western Association of Fish and Wildlife</u> <u>Agencies</u> is as follows:

Deb VonDeBur Chief Financial Officer WAFWA 2700 W. Airport Way Boise, ID 83705 Phone: (208) 331-9431

Fax: (208) 331-9431

deb.vondebur@wafwa.org

D.31. The technical representative for <u>RiversEdge West</u> is as follows:

Rusty Lloyd
Program Director
PO Box1907
Grand Junction, CO 81502
Phone: (970) 256-7400
rlloyd@riversedgewest.org

D.30. The technical representatives for the <u>Living Heritage Research Council</u> are as follows:

Sean O'Meara Research Associate Living Heritage Research Council 2439 E. Eva Loop Flagstaff, AZ 86004 Phone: (520) 664-4866 omeara.seanm@gmail.com

Kathleen Van Vlack Vice President of Research 42 Cedar Lane Cornwall, NY 12518 Phone: (845) 527-8389 kvanvlack82@gmail.com

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 to this amendment:

- A. NAVAJO NATION
- U.S. DEPARTMENT OF THE INTERIOR
- B. Bureau of Land Management

- C. U.S. Bureau of Reclamation
- D. U.S. Geological Survey
- E. National Park Service
- F. U.S. Fish and Wildlife Service
- G. Bureau of Indian Affairs

U.S. DEPARTMENT OF AGRICULTURE

- H. U.S. Forest Service
- Natural Resources Conservation Service

U.S. DEPARTMENT OF DEFENSE

- Office of the Assistance Secretary of Defense for Energy, Installations, and Environment
- K. U.S. Army Corps of Engineers Civil Works
- L. NORTHERN ARIZONA UNIVERSITY (HOST)
- M. Arizona State University
- N. Colorado State University
- O. Diné College
- P. Fort Lewis College
- Q. New Mexico State University
- R. Oregon State University
- S. University of Arizona
- T. University of Nevada-Reno
- U. Utah State University
- V. The Arboretum at Flagstaff
- W. Museum of Northern Arizona
- X. Colorado Mesa University (formerly Mesa State College)
- Y. Southern Utah University
- Z. Archaeology Southwest (formerly Center for Desert Archaeology)
- AA. Rocky Mountain Bird Observatory
- BB. Weber State University
- CC. University of New Mexico
- DD. Crow Canyon Archaeological Center
- EE. University of Pennsylvania
- FF. Prescott College
- GG. Institute for Bird Populations
- HH. The University of Texas at San Antonio
- II. University of Utah
- JJ. Utah Valley University
- KK. Dixie State University
- LL. Conservation Science Partners
- MM. Desert Research Institute
- NN. University of Cincinnati
- OO. New Mexico Institute of Mining and Technology
- PP. Western Association of Fish and Wildlife Agencies

QQ. RiversEdge West RR. Living Heritage Research Council

A. Navajo Nation

Russell Begaye

President

B. Bureau of Land Management

Edwin	Roberson
State [Director

5-24-18

Melanie Beckstead

Grant Management Officer

5/17/18

Date

C. U.S. Bureau of Reclamation

DEBORAH	
CHORLTON	

Digitally signed by DEBORAH CHORLTON Date: 2018.05.17 09:22:09 -06'00'

Deborah Chorlton
Grants and Cooperative Agreements Specialist

D. U.S. Geological Survey

Faith Graves

Contracting Officer

5/7/18 Date

E. National Park Service

Andrew E. Lubner
Contracting Officer

Date

5/8/2018

Date

Financial Assistance Officer

F. U.S. Fish and Wildlife Service

GREGORY WATSON Digitally signed by GREGORY WATSON

Date: 2018.05.07 10:58:40 -06'00'

Date

Greg Watson Chief of Landscape Conservation

G. Bureau of Indian Affairs

Darryl LaCounte
Director, Bureau of Indian Affairs (Acting)
U.S. Department of the Interior

BRIAN SCHOELLKOPF
Schoellkopf
Date

Date

Date

Date

Date

Date

H. U.S. Forest Service

Atlison	Hill

Program Mahager, Rocky Mountain Research Station

5/23/18/ Date

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

Angela Harris

Grants and Agreements Specialist

5 23 18 Data

I. Natural Resources Conservation Service

Thømas W. Christensen

Associate Chief for Operations

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

DALSIMER.ALLYN.A Digitally signed by NN.1284843602

DALSIMER.ALLYN.ANN.1284843602 Date: 2018.05.23 14:18:44 -04'00'

Date

Alison A. Dalsimer

Program Manager, DoD Natural Resources

K. U.S. Army Corps of Engineers - Civil Works

WHITTEN.CHELSEA.M.11 39493768

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: 2018.05.09 15:40:23 -05'00'

Chelsea Whitten Lead Contract Specialist ERDC Contracting Office

Date

L. NORTHERN ARIZONA UNIVERSITY (HOST)

Patricia D. Cornette Director, Pre-Award

M. Arizona State University

Heather Clark

Director of PreAward Services

N. Colorado State University

Digitally signed by

David B Doty Date: 2018.07.03

10:08:08 -06'00'

7/03/2018

Date

David B. Doty

Associate Director, Office of Sponsored Programs

O. Diné College

Charles Roessel

Mln M.R.

President

P. Fort Lewis College

Barbara Jean Morris

Provost, Vice President for Academic Affairs

Q. New Mexico State University

Associate Director, AES

Alisha A. Giron, Executive Director for Research Administration

05/11/2018

Date

R. Oregon State University Digitally signed by Patricia A. Hawk DN: cn=Patricia A. Hawk, o=Office for Sponsored Research & Award Administration, ou=Assistant Vice President, email=patricia.hawk@oregonstate.edu, c=US Date: 2018.09.13 16:34:00 -07'00' Patricia Hawk Vice President Office of Sponsored Research and Award Administration

S. University of Arizona

Contracts Manager

 W. A. Drury
 7/12/2018

 Mark A. Drury
 Date

T. University of Nevada-Reno

Charlene Hart, MBA, CPA

Director, Sponsored Projects

5/10/18

Date

U. Utah State University

Kevin Peterson

Director, Office of Sponsored Programs

Colorado Plateau CESU 2014-2019, Amendment Four

V. The Arboretum at Flagstaff

Kristen E. Haskins

Director of Research

Date

W. Museum of Northern Arizona

Carrie M. Heinonen

Director and CEO

X. Colorado Mesa University (formerly Mesa State College)

Tim Foster President 7-/0-/S Date

Y. Southern Utah University

Julia Anderson Director, Sponsored Programs Office

My 9 20/8 Date

Z. Archaeology Southwest (formerly Center for Desert Archaeology)

William H. Doelle

President and CEO

AA. Rocky Mountain Bird Observatory

Tammy VanCauteren

Executive Director

Date

BB. Weber State University

James Taylor

Director, Office of Sponsored Projects

CC. University of New Mexico

Gabriel P. López/

Vice President for Research

A14-0453(HC)

DD. Crow Canyon Archaeological Center

Mark Ď. Varien

Chair, Research and Education

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EE. University of Pennsylvania

It Austalia	06/29/2018
W. Stuart Watson	Date
Associate Director, Office of Research Services	

FF. Prescott College

Paul Burkhardt

Executive Vice President for Academic Affairs and Provost

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GG. Institute for Bird Populations

Rodney Siegel Executive Director

HH. The University of Texas at San Antonio

Digitally signed by Michelle

Muchalle Stevenson
Date: 2018.05.25 16:12:51 -05'00'

May 25, 2018

Date

Michelle Stevenson

Associate Vice President for Research Integrity

II. University of Utah

Brent K. Brown

Director, Office of Sponsored Programs

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JJ. Utah Valley University

Daniel Horns

Associate Dean

KK. Dixie State University

Michael Lacourse

Provost

Date

LL. Conservation Science Partners

Brett Dickson President Date

5.7.18

Date

MM. The Board of Regents of the Nevada System of Higher Education on behalf of the Desert Research Institute

Lawrence Buja

Vice President for Research

NN. University of Cincinnati

Digitally signed by David S. Gearring, Sr. MHA
Dit: cn=David S. Gearring, Sr. MHA, o=University of Cincinnati, ou=SRS
Grants and Contracts, email=david.gearring@uc.edu, c=US
Date: 2018.07.26 02:12:15 -04'00'

David S. Gearring, Sr., MHA

Director, SRS Grants and Contracting

07/26/2018

Date

OO. New Mexico Institute of Mining and Technology (New Mexico Tech)

Olin Cleve McDaniel

Date

Vice President, Administration and Finance

PP. Western Association of Fish and Wildlife Agencies

Deb VonDeBur

Chief Financial Officer

QQ. RiversEdge West

Stacy Beaugh

Executive Director

5<u>|</u> 7 <u>/</u> 18

RR. Living Heritage Research Council

Sean Gantt

Board Chairman

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