

**COLORADO PLATEAU
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT
VENTURE AGREEMENT**

between

THE HOPI TRIBE

NAVAJO NATION

U.S. DEPARTMENT OF THE INTERIOR

**Bureau of Indian Affairs
Bureau of Land Management
Bureau of Reclamation
National Park Service
U.S. Fish and Wildlife Service
U.S. Geological Survey**

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
Defense POW/MIA Accounting Agency
U.S. Army Corps of Engineers–Civil Works**

U.S. DEPARTMENT OF ENERGY

Western Area Power Administration

and

NORTHERN ARIZONA UNIVERSITY (HOST)

**Arizona State University
Colorado Mesa University
Colorado State University
Board of Regents of the Nevada System of Higher
Education on behalf of Desert Research Institute
Diné College**

Agreement Number(s)

BIA # BIA-COPL-CESU-2024
BLM # BLM-COPL-CESU-2024
USBR # USBR-COPL-CESU-2024
NPS # NPS-COPL-CESU-2024
FWS # FWS-COPL-CESU-2024
USGS # USGS-COPL-CESU-2024
USFS R&D # 24-JV-11221630-201
USFS R&D # 24-CS-11221630-206
USFS NFS # 25-MU-11020000-005
NRCS # NRC24MOU0012843
DOD # no number issued
DPAA # no number issued
USACE # USACE-COPL-CESU-2024
WAPA # [new number]

Fort Lewis College
New Mexico Institute of Mining and Technology
New Mexico State University
The Ohio State University
Oregon State University
Prescott College
Southern Utah University
University of Arizona
University of Cincinnati
University of Nevada, Reno
University of New Mexico
University of Pennsylvania
The University of Texas at San Antonio
University of Utah
Utah State University
Utah Tech University
Utah Valley University
Weber State University
Western New Mexico University
The Arboretum at Flagstaff
Archaeology Southwest
Bird Conservancy of the Rockies
Conservation Science Partners
Crow Canyon Archaeological Center
Forest Stewards Guild
Institute for Bird Populations
Institute for Heritage Education
Institute of Archaeological Research and Discovery
Heritage Lands Collective
Museum of Northern Arizona
Pajarito Environmental Education Center
RiversEdge West
Western Association of Fish and Wildlife Agencies

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between The Hopi Tribe, a sovereign nation, the Navajo Nation, a sovereign nation, the Bureau of Indian Affairs, Bureau of Land Management, Bureau of Reclamation, National Park Service, U.S. Fish and Wildlife Service, U.S. Geological Survey, U.S. Forest Service, Natural Resources Conservation Service, Office of the Assistant Secretary of Defense for Energy, Installations, and Environment, Defense POW/MIA Accounting Agency, U.S. Army Corps of Engineers–Civil Works, and Western Area Power Administration (hereinafter called Federal Agencies) and Northern Arizona University (Host University) and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Colorado Plateau Cooperative Ecosystem Studies Unit (CESU). This continuation of the Colorado Plateau CESU is implemented by mutual consent of the parties and is consistent with the prior Agreement and the express intent of the request for proposals for that Agreement. The Colorado Plateau CESU is associated with a national network of CESUs.
- B. The objectives of the Colorado Plateau Cooperative Ecosystem Studies Unit are to:
- Provide research, technical assistance, and education to federal land management, environmental, and research agencies and their potential partners;
 - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
 - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. Bureau of Indian Affairs. The Bureau of Indian Affairs (hereinafter called BIA) is the oldest bureau of the United States Department of the Interior. Established in 1824, BIA currently provides services to approximately two million American Indians and Alaska Natives. There are 574 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.

- D. Bureau of Land Management. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures, and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the BLM to sustain the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. § 1701 et seq.). In accordance with 43 U.S.C. § 1737(b), the BLM is authorized to enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands; and is thereby authorized to enter into this cooperative agreement to continue the Colorado Plateau CESU to assist in providing research, technical assistance and education.
- E. 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 U.S.C. Chapter 12). In accordance with the authority delegated in 255 DM 14.1 (U.S. Department of the Interior, Departmental Manual), which states that the Commissioner is delegated so much of the authority of the Secretary under the Fish and Wildlife Coordination Act (16 U.S.C. § 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; and in accordance with the Omnibus Public Land Management Act of 2009 (Pub. L. 111-11), Subtitle F- Secure Water, §§ 9502, 9504, and 9509, the USBR is authorized to enter into a

cooperative agreement to continue the Colorado Plateau CESU to assist in providing research, technical assistance, and education.

- F. National Park Service. 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 “shall ensure that management of System units 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” (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 or individuals 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)) or to investigate, protect, preserve, maintain, or operate any historic or archeologic building, site, or object of national significance (54 U.S.C. §§ 320101-320103); 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.
- G. U.S. Fish and Wildlife Service. The U.S. Fish and Wildlife Service (hereinafter called USFWS), working with others, is responsible for conserving, protecting, and

enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, inland sport fisheries, and the National Wildlife Refuge System. In accordance with 16 U.S.C. § 661, 16 U.S.C. § 742(f), and 16 U.S.C. § 753(a), the USFWS is authorized to cooperate with other agencies to assist in providing research, technical assistance, and education; and is thereby authorized to enter into this cooperative agreement to continue the Colorado Plateau CESU.

- H. U.S. Geological Survey. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. USGS has authority to enter into this Agreement pursuant to Pub. L. 99-591, that bestows permanent authority on the USGS to “prosecute projects in cooperation with other agencies, Federal, state, and private” (43 U.S.C. § 36(c)), the USGS Organic Act of March 3, 1879, as amended (43 U.S.C. § 31 et seq.), 16 U.S.C. § 1(a)(2)(j), 16 U.S.C. § 1(g), 16 U.S.C. § 5933, and 16 U.S.C. § 753(a) to continue the Colorado Plateau CESU to assist in providing research, technical assistance, and education.
- I. 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) and to sustain the health, diversity, and productivity of the nation’s forests and grasslands. The USFS is authorized to enter into agreements to cooperate with others in developing, planning, and implementing mutually beneficial projects that enhance Forest Service activities to meet the needs of present and future generations. In accordance with 7 U.S.C. § 3318(b), the USFS is authorized to enter into Joint Venture partnership agreements to assist in providing agricultural research and teaching activities (see Award article V.C.1). 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 Colorado Plateau CESU to promote, conduct, and provide research,

studies, assessments, monitoring, technical assistance, and education. National Forest System funds are not authorized for research Joint Venture (JV) activities.

- J. Natural Resources Conservation Service. The Natural Resources Conservation Service (hereinafter called NRCS) improves the health of our Nation's natural resources while sustaining and enhancing the productivity of American agriculture. We achieve this by providing voluntary assistance through strong partnerships with private landowners, managers, and communities to protect, restore, and enhance the lands and waters upon which people and the environment depend. As part of this assistance, NRCS scientists and technical specialists identify, acquire, develop, and coordinate technologies and transfer them to field staff for recommending to America's farmers, ranchers, private landowners, and the public. Under 16 U.S.C. 590a et. seq. and 42 U.S.C. 3271-3274, NRCS is authorized to enter into this cooperative agreement to continue the Colorado Plateau CESU to assist in providing research, studies, technical assistance, and educational services consistent with the mission of the NRCS and the CESU Network.
- K. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment. The U.S. Department of Defense—Office of the Assistant Secretary of Defense for Energy, Installations, and Environment (hereinafter called DOD) manages nearly 27 million acres of land, and the natural and cultural resources found there, and for this Agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DOD's primary mission is national defense. DOD's conservation programs support this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water for testing, training and operational opportunities. DOD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with one or more of the following: 16 U.S.C. § 670c-1, 10 U.S.C. § 4001, 10 U.S.C. § 2694, 10 U.S.C. § 2684, and Pub. L. 103-139 (FY 94 NDAA, page 107 Stat. 1422), DOD is authorized to enter into cooperative agreements with States, nonprofit organizations, academic institutions, and other partners to support research, technical assistance, and educational services consistent with the mission of the DOD and the CESU Network. In accordance with the aforementioned authorities, the DOD is authorized to enter into this Agreement to continue the Colorado Plateau CESU.
- L. Defense POW/MIA Accounting Agency. The Defense POW/MIA Accounting Agency's (hereinafter called DPAA) mission is to provide the fullest possible accounting for our missing personnel from past conflicts to their families and the nation. DPAA is responsible for searching for missing personnel from World War II, the Korean War, the Vietnam War, the Cold War, the Gulf Wars, and other recent conflicts. DPAA relies on extensive historical and archival research and analysis to determine where it should conduct field investigations and recovery efforts. DPAA is the DoD lead agency for coordinating with other USG agencies, foreign governments through the Department of State, academic institutions and other

NGOs on all matters related to the accounting missions so it can gain access to loss sites and/or obtain information that leads to the recovery of artifacts, missing personnel, or their remains. DPAA conducts historical research in U.S. and international archives, analyzes data, creates and maintains comprehensive records (including the official list of unaccounted-for by conflict), interviews witnesses, investigates potential loss sites and engages in recovery efforts worldwide.

In accordance with DoDD 5110.10, DPAA is authorized to enter into agreements with Military Departments or other USG entities as required for the effective performance of the DoD Past Conflict Personnel Accounting Program. DPAA is authorized to enter into cooperative agreement(s) with non-federal entities for purposes related to support of DPAA activities, pursuant to 10 U.S.C. § 1501a and in accordance with DoDD 3210.06. Notwithstanding 10 U.S.C. § 2304(k), DPAA may enter into such cooperative agreements on a single-source basis, pursuant to 10 U.S.C. § 2304(c)(5). In accordance with the aforementioned authorities, DPAA is authorized to enter into this cooperative agreement to continue the Colorado Plateau CESU in furtherance of collaborative research, technical assistance, and education.

M. U.S. Army Corps of Engineers–Civil Works. The U.S. Army Corps of Engineers Civil Works Program (hereinafter called USACE) provides assistance in the development and management of the nation’s water resources. The main missions of USACE, i.e., the Corps, are 1) to facilitate commercial navigation, 2) to protect citizens and their property from flood and storm damages, and 3) to protect and restore environmental resources. The Corps carries out most of its work in partnership with Tribal, state, and local governments and other nonfederal entities. The Corps must rely upon using the best available science in the evaluation of water resources needs and in the development of recommendations for water resources management. The university and scientific institutions that comprise the CESU Network have knowledge and expertise of the latest scientific advances that will assist the Corps in reaching sound, scientifically based decisions. In addition, by participating in the CESU, scientists within the Corps will have access to university resources within the CESU Network and be able to interact with colleagues in various scientific disciplines, and thereby further their own professional development. Corps field offices may avail themselves of support from the regional CESUs by collaborating with the Engineer Research and Development Center, who has the authority to enter into cooperative agreements with such CESUs, thus enabling these Corps offices to receive scientific support from regional CESU members. USACE is authorized to cooperate with other agencies in accordance with Title 33 U.S.C. § 2323(a) and 10 U.S.C. § 3036(d). Additionally, USACE may enter into transactions under the authority of 10 U.S.C. § 4021 in carrying out basic, applied, and advanced research projects. In accordance with 10 U.S.C. § 4001, USACE is authorized to enter into this cooperative agreement continuing the Colorado Plateau CESU.

N. Western Area Power Administration. Congress established the Western Area Power Administration (hereinafter called WAPA) in 1977. WAPA is a Power Marketing

Administration within the United States Department of Energy. WAPA's mission is to safely provide reliable, cost-based hydropower and transmission to its customers and the communities it serves, which includes approximately 700 customers who in turn provide power to about 40 million Americans across 15 western states. Specifically, WAPA markets over 10,000 megawatts of power from 57 dams, operates and maintains over 17,000 miles of transmission lines with associated infrastructure (e.g., 291 transformers, 324 substations, 489 communication sites, and 661 buildings), access roads, and rights-of-way, and facilitates renewable projects with a nexus within its geographic footprint via independent borrowing authority. WAPA undertakes design, engineering, construction, operation, maintenance, education, interpretation, inventory, monitoring, ecological restoration, and biological and cultural resource stewardship activities in the context of fulfilling its mission to market and deliver clean, renewable, reliable, cost-based Federal hydroelectric power and related services. WAPA's statutory authority to enter into this cooperative agreement is provided in Public Law 95-91, U.S. Department of Energy Organization Act (i.e., Section 646; 42 U.S.C. § 7256). WAPA is thereby authorized to enter into this Agreement to continue the Colorado Plateau CESU to assist in providing research, technical assistance, and education.

- O. Host University. The Northern Arizona University (hereinafter called Host University) is one of the nation's premier academic institutions for the study of coastal ecosystems and associated watersheds. There are more than 200 faculty and 40 departments and programs that work in the field of marine, coastal, and environmental research, teaching, or service. The Northern Arizona University hosts a mixture of University programs, federal cooperative partnerships, and major federal laboratories that contribute to a diverse and enriched community all focused on coastal zone ecosystems.
- P. Partner Institutions. The partner institutions to the Host University include Arizona State University, Colorado Mesa University, Colorado State University, Board of Regents of the Nevada System of Higher Education on behalf of Desert Research Institute, Diné College, Fort Lewis College, New Mexico Institute of Mining and Technology, New Mexico State University, The Ohio State University, Oregon State University, Prescott College, Southern Utah University, University of Arizona , University of Cincinnati, University of Nevada, Reno, University of New Mexico, University of Pennsylvania, The University of Texas at San Antonio, University of Utah, Utah State University, Utah Tech University, Utah Valley University, Weber State University, Western New Mexico University, The Arboretum at Flagstaff, Archaeology Southwest, Bird Conservancy of the Rockies, Conservation Science Partners, Crow Canyon Archaeological Center, Forest Stewards Guild, Institute for Bird Populations, Institute for Heritage Education, Institute of Archaeological Research and Discovery, Heritage Lands Collective, Museum of Northern Arizona, Pajarito Environmental Education Center, RiversEdge West, and Western Association of Fish and Wildlife Agencies (hereinafter called Partner Institutions).

ARTICLE II. STATEMENT OF WORK

A. Each Federal Agency agrees to:

1. Provide administrative assistance, as appropriate, necessary to execute this Agreement and subsequent modifications;
2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Colorado Plateau CESU objectives to the extent allowed by each Federal Agencies' authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate and as available;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate and as available;
6. Make available managers to serve on the Colorado Plateau CESU Executive Committee and Federal Managers Committee;
7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
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);
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the Agreement; and
10. Be individually responsible for their agency's role in administering the Agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Continue, in consultation with the Federal Agencies and Partner Institutions, the Colorado Plateau CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Colorado Plateau CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Colorado Plateau CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Colorado Plateau CESU Federal Agency staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies' personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Colorado Plateau CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Colorado Plateau CESU Executive Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Colorado Plateau CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Colorado Plateau CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and

3. Encourage students and employees to participate in the activities of the Colorado Plateau CESU.
4. Ensure that reports and other formal materials (including publications and presentations) resulting from financial assistance awards issued under this Agreement acknowledge the Cooperative Ecosystem Studies Unit and the funding agency or organization, and include the corresponding award number.
5. Provide project funds and/or in-kind collaboration to support specific research, technical assistance, and education projects, as appropriate and as available.

D. All Federal Agencies, the Host University and Partner Institutions agree to:

1. Maintain the Colorado Plateau CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a Colorado Plateau CESU role and mission statement;
3. Operate under a multi-year strategic plan;
4. Issue individual financial assistance awards, in accordance with each agency's or partner institution's procedures, to this Agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
 - a. the proposed work;
 - b. the project contribution to the objectives of the CESU;
 - c. the methodology of the project;
 - d. the substantial involvement of each party;
 - e. the project budget and schedule;
 - f. the specific project outputs or products.

Note: For BLM, FWS, USFS, and other agencies as appropriate, this Agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate task agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Specifically, this Agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

5. Provide data on CESU projects to the CESU Network National Office and/or Host University in accordance with CESU Council guidelines as posted on the CESU Network National Office website (www.cesu.org);
6. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this Agreement;
7. 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; NOAA AO 202-735D), as appropriate;
8. Engage in collaborative activities in accordance with the CESU Network Diversity, Equity, Inclusion, and Accessibility Statement and Principles and related federal and nonfederal directives and policies, as appropriate;
9. 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. 4001, 10 U.S.C. 3036(d), 33 U.S.C. 2323a, DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (Department of Defense); and these documents are incorporated into this Agreement by reference.

ARTICLE III. TERM OF AGREEMENT

- A. The effective date of this Agreement shall be 18 June 2024. This Agreement shall be effective for all signatory parties for a period of five (5) years from the effective date. Parties will have until 18 June 2024 to sign this Agreement and thereby express their intent to continue participation in the Colorado Plateau CESU. Parties that do not sign this Agreement by 18 June 2024 will remain in “inactive” status and ineligible to process new projects under this Agreement until their official signature page has been received.
- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the Colorado Plateau CESU.
- C. Amendments to this Agreement shall be made according to the following provisions:
 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.

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 guidance, as posted on the CESU Network website (www.cesu.org). All partners shall receive prior notification of amendments.
 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.
- D. For the purposes of this Agreement, modifications or task agreements are specific two-party Agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad Agreement. Modifications or task agreements will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate Interagency Agreement is required to facilitate transfer of funds from one federal agency to another federal agency.
- F. The expiration of this Agreement will not affect the validity or duration of projects which have been initiated under this Agreement prior to such expiration.

ARTICLE IV. KEY OFFICIALS

A. The representatives for the Tribal Nations are as follows:

1. The Hopi Tribe

Technical Representative(s)

Stewart B. Koyiyumtewa
Program Manager/THPO
Hopi Cultural Preservation Office

The Hopi Tribe
PO Box 123
Kykotsmovi, AZ 86039
Phone: (928) 734-3615
skoyiyumtewa@hopi.nsn.us

2. Navajo Nation

Technical Representative(s)

Mike Halona
Director
Division of Natural Resources

Navajo Nation
PO Box 9000
Window Rock, AZ 86515
Phone: (928) 871-6593/6592
w.mike.halona@navajo-nsn.gov

B. The representatives for the Federal Agencies are as follows:

1. Bureau of Indian Affairs

Technical Representative(s)

John Mosley
Branch Chief
Tribal Climate Resilience
Office of Trust Services
Bureau of Indian Affairs
2800 Cottage Way, Room W-2820
Sacramento, CA 95825
Phone: (916) 978-6053
john.mosley@bia.gov

Administrative Representative(s)

Jo Ann Metcalfe
Grant Officer
Bureau of Indian Affairs
12220 Sunrise Valley Drive
Reston, VA 20191
Phone: (703) 390-6410
jo.metcalfe@bia.gov

2. Bureau of Land Management

Technical Representative(s)

Aaron Roe
State Botanist and T&E Lead
Utah State Office
Bureau of Land Management
440 West 200 South, Suite 500
Salt Lake City, UT 84101
Phone: (801) 539-4065
aroe@blm.gov

Administrative Representative(s)

Stephanie McBride

Grants Management Officer
Colorado State Office
Bureau of Land Management
PO Box 151029
Lakewood, CO 80215
Phone: (303) 236-4001
smcbride@blm.gov

3. U.S. Bureau of Reclamation

Technical Representative(s)

Eve Halper
Science and Technology Research
Program Administrator
Research and Development
U.S. Bureau of Reclamation
6th and Kipling, Suite 67
Denver, CO 80225
Phone: (303) 445-3416
ehalper@usbr.gov

Administrative Representative(s)

Glen Josephson
Supervisory Grants Management
Specialist
Acquisition Management Division
U.S. Bureau of Reclamation
6th and Kipling, Suite 67
Denver, CO 80225
Phone: (303) 445-2662
gjosephson@usbr.gov

4. National Park Service

Technical Representative(s)

Sallie Hejl, Ph.D.

Science Advisor
National Park Service
(DOI Regions 6, 7, and 8)
Resource Stewardship and Science
Directorate
Cooperative Ecosystem Studies
Units (Desert Southwest,
Colorado Plateau, Rocky
Mountains)
Phone: 720-376-2936
sallie_hejl@nps.gov

Administrative Representative(s)

Kelvin Delaney
Branch Chief, CESU FA West
National Park Service
12795 W Alameda Parkway
Lakewood, CO 80228
Phone: (303) 969-2796
kelvin_delaney@nps.gov

5. U.S. Fish and Wildlife Service

Technical Representative(s)

Daniel Bunting
Geospatial Biologist
Science Applications
U.S. Fish and Wildlife Service,
Southwest Region
201 N Bonita Ave
Tucson, AZ 85745
Phone: (520) 670-6150 x229
Mobile: (512) 541-6049
daniel_bunting@fws.gov

Administrative Representative(s)

Sonja Scott
Administrative Officer
Science Applications
U.S. Fish and Wildlife Service
5275 Leesburg Pike, MS:3N102
Falls Church, VA 22041
Phone: (703) 358-1720
sonja_scott@fws.gov

6. U.S. Geological Survey

Technical Representative(s)

Charles Drost
Research Zoologist
Southwest Biological Science
Center
U.S. Geological Survey
2255 North Gemini Drive
Flagstaff, AZ 86001
Phone: (928) 556-7187
charles_drost@usgs.gov

Administrative Representative(s)

Faith Graves
Contracting Officer
U.S. Geological Survey
12201 Sunrise Valley Drive,
MS205G
Reston, VA 20192
Phone: (703) 648-7356
Fax: (703) 648-7901
fgraves@usgs.gov

7. U.S. Forest Service

*USFS Research and Development
– Technical Representative(s)*

Cindy Gordon
Assistant Station Director,
Operations and Strategic Planning
Rocky Mountain Research Station
U.S. Forest Service
240 West Prospect Road
Fort Collins, CO 80526
Phone: (970) 498-1172
cindy.d.gordon@usda.gov

*USFS Research and Development
– Administrative Representative(s)*

Angela Harris
Grants Management Specialist
Rocky Mountain Research Station
U.S. Forest Service
240 West Prospect Road
Fort Collins, CO 80526
Phone: (970) 498-1248

angela.harris@usda.gov

*USFS National Forest System –
Technical Representative(s)*

Vince Archer
Regional Soil Scientist
Natural Resources
Northern Region (R1)
U.S. Forest Service
Building 26 Fort Missoula Road
Missoula, MT 59804
Phone: (406) 329-3412
vincent.archer@usda.gov

Donna Shorrock
Regional Vegetation Ecologist
Ecology
Rocky Mountain Region
U.S. Forest Service
1617 Cole Blvd, Bldg 17
Lakewood, CO 80401
Phone: (720) 636-5396
donna.shorrock@usda.gov

Rebecca Kirby
Regional Wildlife Ecologist
Wildlife, Fish, Rare Plants, and
Rangeland Management
Southwestern Region (R3)
U.S. Forest Service
333 Broadway Blvd SE
Albuquerque, NM 87102
Phone: (505) 249-2344
rebecca.kirby@usda.gov

Marisa Anderson
Ecologist
Intermountain Region (R4)
U.S. Forest Service
324 25th Street
Ogden, UT 84401
Phone: (801) 395-4951
marisa.anderson@usda.gov

*USFS National Forest System –
Administrative Representative(s)*

Rick Maestas
Acting Director
Rocky Mountain Region, Office of
Grants and Agreements (OG&A)
U.S. Forest Service
1617 Cole Blvd, Bldg 17
Lakewood, CO 80401
Phone: (719) 437-9953
richard.maestas@usda.gov

8. Natural Resources Conservation
Service

Technical Representative(s)

Weihuan “Mark” Xu
Director, Resource Inventory and
Assessment Division, SSRA
USDA Natural Resources
Conservation Service
5601 Sunnyside Avenue
Beltsville, MD 20705
Phone: (301) 504-0303
Mobile: (202) 578-6504
weihuan.xu@usda.gov

David Lindbo
Director, Soil and Plant Science
Division
USDA Natural Resources
Conservation Service
1400 Independence Avenue SW
Washington, DC 20250
Phone: (202) 720-7848
Mobile: (202) 251-3518
david.lindbo@usda.gov

Administrative Representative(s)

Aileen Anderson
Senior Grants Management
Specialist
NHQ Branch
Grants and Agreements Division
Farm Production and Conservation
– Business Center (FPAC-BC)
U.S. Department of Agriculture
Watertown Service Center

21168 State Route 232
Watertown, NY 13601-0838
Phone: (315) 221-5884
Fax: (855) 401-1956
aileen.anderson@usda.gov

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

Technical Representative(s)

Robbie Knight
Regional Coordinator and Wildlife
Biologist
U.S. Army Dugway Proving Ground
Environmental Programs
IMWE-DUG-PWEP MS#1
5330 Valdez Circle, Room 2118
Dugway, UT 84022-5001
Phone: (435) 831-3576
Mobile: (435) 830-8041
robert.n.knight.civ@mail.mil

Russ Lawrence
Natural Resource Program Manager
Environmental Branch
Hill Air Force Base
7981 Georgia Street
Hill AFB, UT 84056
Phone: (801) 775-6972
clair.lawrence@us.af.mil

Administrative Representative(s)

Lori Kruse-Johnson
SWD CESU Program Manager
U.S. Army Corps of Engineers -
Tulsa District
2488 E 81st Street
Tulsa, OK 74137
Phone: (918) 810-9419
[Lori.M.Kruse-
Johnson@usace.army.mil](mailto:Lori.M.Kruse-Johnson@usace.army.mil)

10. Defense POW/MIA Accounting
Agency

Technical Representative(s)

G.R. "Rocky" Gillette
Director, Partnerships and
Innovation
Interim Grants Officer
Defense POW/MIA Accounting
Agency
2300 Defense Pentagon
Washington, DC 20301-2300
Phone: (703) 946-2671
george.r.gillette.civ@mail.mil

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

Technical Representative(s)

Jennifer Seiter-Moser
Acting Technical Director
Civil Engineering Programs
Engineer Research and
Development Center
U.S. Army Corps of Engineers
3909 Halls Ferry Road
Vicksburg, MS 39180
Phone: (601) 634-3750
[jennifer.m.seiter-
moser@usace.army.mil](mailto:jennifer.m.seiter-moser@usace.army.mil)

Administrative Representative(s)

Sherry Whitaker
CESU Program Manager
Engineer Research and
Development Center
U.S. Army Corps of Engineers
3909 Halls Ferry Road
Vicksburg, MS 39180
Phone: (601) 634-2990
sherry.l.whitaker@usace.army.mil

12. Western Area Power Administration

Technical Representative(s)

Jennifer Beardsley
NEPA Compliance Officer
Western Area Power Administration
U.S. Department of Energy
PO Box 281213

Lakewood, CO 80228-8213
Phone: (720) 962-7000 (O)

beardsley@wapa.gov

C. The representatives for the Host University, Northern Arizona University, are:

Technical Representative(s)

Diana Frances Elder
Associate Dean for Research and
Inclusive Opportunities
Director, Colorado Plateau
Cooperative Ecosystem Studies
Unit
College of the Environment,
Forestry, and Natural Sciences
Northern Arizona University
Flagstaff, AZ 86011-5018
Phone: (928) 523-4123
Diana.Elder@nau.edu

Administrative Representative(s)

Jamie Baxter
Assistant Director of Operations,
CEFNS
Office of the Dean
College of the Environment,
Forestry, and Natural Sciences
Northern Arizona University
Flagstaff, AZ 86011-5018
Phone: (928) 523-2424
Jamie.Baxter@nau.edu

D. The representatives for the Partner Institutions are as follows:

1. Arizona State University

Technical Representative(s)

Kelly Bricker
Associate Dean and Professor
Hainan University/ASU International
College (HAIC)
Professor and Director, HAIC,
School of Community Resources
and Development
Arizona State University
411 N Central Avenue, Suite 550
Phoenix, AZ 85004
Phone: (916) 206-3189
kelly.bricker@asu.edu

Gyan Nyaupane
Interim Director, Center for
Sustainable Tourism
Professor, Watts College of Public
Service and Community Solutions
Arizona State University
417 N Central Ave, Suite 545
Phoenix, AZ 85004-4020
Phone: (602) 496-0166

Gyan.Nyaupane@asu.edu

Administrative Representative(s)

Kristy Macdonald
Assistant Director, Research Ops.
Centerpoint Suite 204
Arizona State University
660 S Mill Avenue
Tempe, AZ 85281
Phone: (480) 965-9077
kristy.macdonald@asu.edu
cc: asu.awards@asu.edu

2. Colorado Mesa University

Technical Representative(s)

Deborah Kennard
Professor, Environmental Science
and Technology
Wubben Hall and Science Center
223B
Colorado Mesa University
1100 North Avenue
Grand Junction, CO 81501
Phone: (970) 248-1895

dkennard@coloradomesa.edu

Administrative Representative(s)

Jayde Tyler
Director, Office of Sponsored Programs
Colorado Mesa University
1100 North Avenue
Grand Junction, CO 81501
Phone: (970) 248-1424
jtyler2@coloradomesa.edu
osp@coloradomesa.edu

3. Colorado State University

Technical Representative(s)

Mark Paschke
Research Associate Dean
Warner College of Natural Resources
Colorado State University
1472 Campus Delivery
Fort Collins, CO 80523-1472
Phone: (970) 491-0760
mark.paschke@colostate.edu

Administrative Representative(s)

Kellie Reifstenzel
Senior Research Administrator
Office of Sponsored Programs
Colorado State University
2002 Campus Delivery
Fort Collins, CO 80523-2002
Phone: (970) 491-6684
kellie.reifstenzel@colostate.edu

4. Desert Research Institute

Technical Representative(s)

Dave Rhode
Research Professor
Desert Research Institute
2215 Raggio Parkway
Reno, NV 89512
Phone: (775) 673-7310
Dave.Rhode@dri.edu

5. Diné College

Technical Representative(s)

Donald Robinson
Science Division, GCB
Diné College
1 Circle Drive
Route 12
Tsaile, AZ 86556
Phone: (928) 864-7335
dkrobinson@dinecollege.edu

6. Fort Lewis College

Technical Representative(s)

Rebecca Austin
Associate Professor
Anthropology and Environmental Studies
Fort Lewis College
Center of Southwest Studies
1000 Rim Drive, Room 279
Durango, CO 81301
Phone: (970) 247-7346
austin_r@fortlewis.edu

Administrative Representative(s)

Damian Walsh
Director of Sponsored Programs and Research
Fort Lewis College
1000 Rim Drive
Durango, CO 81301-3999
Phone: (970) 247-7695
dcwalsh@fortlewis.edu

7. New Mexico Institute of Mining and Technology

Technical Representative(s)

Haoying Wang
Assistant Professor of Management
Department of Business and Technology Management
New Mexico Tech

Cramer 220, 801 Leroy Place
Socorro, NM 87801
Phone: (575) 835-5107
haoying.wang@nmt.edu

Administrative Representative(s)

Judith McShannon
Manager of Research Development
New Mexico Tech
Brown Hall 103
Socorro, NM 878001
Phone: (575) 835-6940
Judith.McShannon@nmt.edu

8. New Mexico State University

Technical Representative(s)

Martha Desmond
Regents Professor and Interim
Department Head
Department of Fish, Wildlife and
Conservation Ecology
PO Box 30003, MSC 4901 New
Mexico State University
Las Cruces, NM 88003
Phone: (575) 646-2245
mdesmond@nmsu.edu

Administrative Representative(s)

Rita Parra
Director, Pre-Award Administration
Research, Creativity and Economic
Development
NMSU 3RES, PO BOX 30001
New Mexico State University
Las Cruces, NM 88003
Phone: (575) 646-5473
ritparra@nmsu.edu

9. The Ohio State University

Technical Representative(s)

Casey Pennock
Assistant Professor, Department of
Evolution, Ecology, and
Organismal Biology

The Ohio State University
230 Research Center
1314 Kinnear Road
Columbus, OH 43212-1156
Phone: (620) 213-3067
pennock.17@osu.edu

Administrative Representative(s)

Bridgette Cahalin
Senior Sponsored Programs Officer
Office of Sponsored Programs
The Ohio State University
1960 Kenny Road
Columbus OH 4321-1016
Phone: (614) 292-6479
cahalin.4@osu.edu

10. Oregon State University

Technical Representative(s)

Lisa Gaines
Director
Institute for Natural Resources
Oregon State University
210 Strand Agricultural Hall
Corvallis, OR 97331-2208
Phone: (541) 737-1976
lisa.gaines@oregonstate.edu

Administrative Representative(s)

Zachary Gill
Director of Sponsored Programs,
Award Contracting
Office for Sponsored Research and
Award Administration
A312 Kerr Administration
Oregon State University
Corvallis, OR 97331
Phone: (541) 737-1794
zach.gill@oregonstate.edu
sponsored.programs@oregonstate.edu

11. Prescott College

Technical Representative(s)

Pavel Cenkl
Dean, Academic Affairs
Prescott College
220 Grove Ave
Prescott, AZ 86301
Phone: (928) 350-3219
pavel.cenkl@prescott.edu

Laird Christensen
Program Director
MS in Environmental Studies and
MS in Resilient and Sustainable
Communities
Prescott College
220 Grove Avenue
Prescott, AZ 86301
Phone: (928) 350-2257
laird.christensen@prescott.edu

Administrative Representative(s)

Michele Peterson
Vice President, Chief Operating
Officer
Prescott College
220 Grove Avenue
Prescott, AZ 86301
Phone: (928) 350-4010
michele.peterson@prescott.edu

12. Southern Utah University

Technical Representative(s)

Josh Anderson
Executive Director
Outdoor Pathways Department
Southern Utah University
Cedar City, UT 84720
Phone: (435) 586-1999
joshuaanderson3@suu.edu

Administrative Representative(s)

Sylvia Bradshaw
Director, Sponsored Programs,
Agreements, Research and
Contracts (SPARC) Office
Southern Utah University

351 W University Blvd.
Cedar City, UT 84720
Phone: (435) 865-8175
sylviabradshaw@suu.edu

13. University of Arizona

Technical Representative(s)

Kathryn Stoner
Director, School of Natural
Resources and the Environment
University of Arizona
ENR2 oom N333
1064 E Lowell Street
Tucson, AZ 85721
Phone: (520) 626-5895
kstoner@arizona.edu

Administrative Representative(s)

Ashley Stewart
Coordinator, Administrative
Services
School of Natural Resources and
the Environment
University of Arizona
1064 E Lowell Street
ENR2 Room N327
Tucson, AZ 85721-0137
Phone: (520) 621-8567
akstewart@email.arizona.edu

14. University of Cincinnati

Technical Representative(s)

Patrick Ray
Associate Professor
Environmental Engineering
University of Cincinnati
2901 Woodside Drive
Cincinnati, OH 45221-0012
Phone: (513) 556-3167
patrick.ray@uc.edu

Administrative Representative(s)

Brigitte Marlo
Senior Grant Administrator

Biomedical, Chemical and
Environmental Engineering
University of Cincinnati
701 ERC, ML0012
Cincinnati, OH 45221-0012
Phone: (513) 556-1681
marlobs@uc.edu

15. University of Nevada, Reno

Technical Representative(s)

Josh Baker
Professor and Associate Vice
President for Research
Division of Research and Innovation
University of Nevada, Reno
1664 N Virginia Street, MS 403
Reno, NV 89557
Phone: (775) 327-2363
jebaker@unr.edu

Administrative Representative(s)

Charlene Hart
Associate Vice President for
Research Administration
University of Nevada, Reno
1665 N Virginia Street, MS 402
Reno, NV 89557
Phone: (775) 784-1868
crhart@unr.edu

16. University of New Mexico

Technical Representative(s)

Russell (Rusty) Greaves
Director
Office of Contract Archeology
University of New Mexico
1717 Lomas Blvd NE
MSCO7 4230
1 University of New Mexico
Albuquerque, NM 87131-0001
Phone: (505) 277-5853
rgreaves@unm.edu

Administrative Representative(s)

Melissa Sanchez
Contracts Team Manager
Office of Sponsored Projects
University of New Mexico
1700 Lomas, NE Suite 2200
MSC 01 1247
Albuquerque, NM 87131-0001
Phone: (505) 277-4186
ospcontracts@unm.edu

17. University of Pennsylvania

Technical Representative(s)

Frank Matero
Professor of Architecture
University of Pennsylvania School
of Design
115 Myerson Hall
210 South 34th Street
Philadelphia, PA 19104
Phone: (215) 898-3169
fgmatero@design.upenn.edu

Administrative Representative(s)

W. Stuart Watson
Associate Director
Office of Research Services
University of Pennsylvania
3451 Walnut Street, P221
Franklin Building
Philadelphia, PA 1914-6205
Phone: (215) 573-6707
wswatson@upenn.edu

18. The University of Texas at San Antonio

Technical Representative(s)

William A. Dupont, FAIA, NCARB
San Antonio Conservation Endowed
Professor
Director Center for Cultural
Sustainability
University of Texas at San Antonio
School of Architecture
501 West César E Chávez Blvd

San Antonio, TX 78207
Phone: (210) 458-3092
william.dupont@utsa.edu

Administrative Representative(s)

Jennifer Silver
Senior Director, Office of Sponsored
Projects
Office of Research
University of Texas at San Antonio
One UTSA Circle
San Antonio, TX 78249
Phone: (210) 458-4011
Jennifer.Silver@utsa.edu

19. University of Utah

Technical Representative(s)

Sarah Jack Hinnners
Director, Center for Ecological
Planning and Design
College of Architecture and
Planning
University of Utah
375 South 1530 East, Room
235AAC
Salt Lake City, UT 84112
Phone: (801) 585-5289
sarah.hinnners@utah.edu

Administrative Representative(s)

Brent K. Brown
Director, Office of Sponsored
Projects
University of Utah
Research Administration Building
(RAB)
75 South 2000 East, Room 211
Salt Lake City, UT 84112-8930
Phone: (801) 581-8903
brent.brown@osp.utah.edu

20. Utah State University

Technical Representative(s)

Mark Brunson

Professor
Department of Environment and
Society
Utah State University
5215 Old Main Hill
Logan, UT 84322-5215
Phone: (435) 797-2458
Mark.Brunson@usu.edu

Administrative Representative(s)

Amber Buatte
Executive Director, Office of
Sponsored Programs
Utah State University
1415 Old Main Hill, Room 64
Logan, UT 84322-1415
Phone: (435) 797-1223
amber.buatte@usu.edu

21. Utah Tech University

Technical Representative(s)

Erin O'Brien
Professor, Department of Biological
Sciences
Utah Tech University
225 South 700 East Street
St. George, UT 84770
Phone: (435) 652-7761
erin.obrien@utahtech.edu

Administrative Representative(s)

Jenn Stewart
Director, Office of Sponsored
Programs
North Admin 126
Utah Tech University
225 South University Avenue
St. George, UT 84770
Phone: (435) 879-4260
jenn.stewart@utahtech.edu

22. Utah Valley University

Technical Representative(s)

Daniel Fairbanks

Professor, Department of Biology
Utah Valley University
800 West University Parkway
Orem, UT 84058
Phone: (801) 863-6440
daniel.fairbanks@uvu.edu

Kristin Haskins
The Arboretum at Flagstaff
4001 S Woody Mountain Road
Flagstaff, AZ 86005
Phone: (928) 220-0951
Kristin.Haskins@thearb.org

Administrative Representative(s)

Curtis L. Pendleton
Senior Director, Office of Sponsored
Programs
Utah Valley University
800 West University Parkway
Orem, UT 84058
Phone: (801) 863-6039
pendlecu@uvu.edu

26. Archaeology Southwest

Technical Representative(s)

Linda Vossler
Director of Finance and Operations
Archaeology Southwest
300 North Ash Alley
Tucson, AZ 85701-1107
Phone: (520) 882-6946
lvossler@archaeologysouthwest.org

23. Weber State University

Technical Representative(s)

James Taylor
Director, Office of Sponsored
Projects and Technology
Commercialization
Weber State University
3850 Dixon Parkway
Department 1027, Room 102
Ogden, UT 84408-1027
Phone: (801) 626-6055
jamestaylor8@weber.edu

27. Bird Conservancy of the Rockies

Technical Representative(s)

Brandt Ryder
Chief Conservation Scientist
Bird Conservancy of the Rockies
230 Cherry Street, Suite 150
Fort Collins, CO 80521
Phone: (970) 482-1707 x43
brandt.ryder@birdconservancy.org

Administrative Representative(s)

Chris White
Director of Science Operations
Bird Conservancy of the Rockies
230 Cherry Street, Suite 150
Fort Collins, CO 80521
Phone: (970) 482-1707 x24
chris.white@birdconservancy.org

24. Western New Mexico University

Technical Representative(s)

Kathy Whiteman
Chair, Department of Natural
Resources
Western New Mexico University
PO Box 680, 1000 W College Ave
Silver City, NM 88061
Phone: (575) 538-6253
whitemank@wnmu.edu

28. Conservation Science Partners

Technical Representative(s)

Brett Dickson
President and Chief Scientist
Conservation Science Partners
11050 Pioneer Trail, Suite 202
Truckee, CA 96161

25. The Arboretum at Flagstaff

Technical Representative(s)

Phone: (530) 214-8905
info@csp-inc.org

Administrative Representative(s)

Mary Forsyth
Business Manger
Conservation Science Partners
11050 Pioneer Trail, Suite 202
Truckee, CA 94161
Phone: (530) 214-8905
mary@csp-inc.org

29. Crow Canyon Archaeological Center

Technical Representative(s)

Susan Ryan
Executive Vice President
Research Institute at Crow Canyon
Crow Canyon Archaeological Center
23390 Road K
Cortez, CO 81321
Phone: (970) 565-8975
sryan@crowcanyon.org

30. Forest Stewards Guild

Technical Representative(s)

Zander Evans
Executive Director
Forest Steward Guild
2019 Galisteo Street, Suite N7
Santa Fe, NM 87505
Phone: (505) 983-8992
zander@forestguild.org

31. Institute for Bird Populations

Technical Representative(s)

Rodney Siegel
Executive Director
The Institute for Bird Populations
PO Box 518
Petaluma, CA 94953
Phone: (707) 789-3224

rsiegel@birdpop.org

32. Institute for Heritage Education

Technical Representative(s)

Jeanne Moe
Chair, Board of Directors
Institute for Heritage Education
PO Box 6063
Bozeman, MT 59771-6063
Phone: (406) 599-1733
jmoe@heritageeducation.org

33. Institute of Archaeological Research and Discovery

Technical Representative(s)

Richard H. Wilkinson
President
Institute of Archaeological Research and Discovery
PO Box 18656
Tucson, AZ 85731
Phone: (520) 373-0000
ardarizona@gmail.com

34. Heritage Lands Collective

Technical Representative(s)

Joseph Gazing Wolf
Executive Director
Heritage Lands Collective
4963 White House Trail
Evergreen, CO 80439-5709
Phone: (970) 715-1960
heritagelands@heritagelands.org

35. Museum of Northern Arizona

Technical Representative(s)

Kimberly Spurr
Archaeology Division Director
Museum of Northern Arizona
3101 North Fort Valley Road
Flagstaff, AZ 86001-8348
Phone: (928) 774-5211 x260
kspurr@musnaz.org

Administrative Representative(s)

Dante Davis
Staff Accountant
Museum of Northern Arizona
3101 North Fort Valley Road
Flagstaff, AZ 86001
Phone: (928) 775-5211 x270
ddavis@musnaz.org

Administrative Representative(s)

Rusty Lloyd
Executive Director
RiversEdge West
PO Box 1907
Grand Junction, CO 81502
Phone: (970) 256-7400
rlloyd@riversedgewest.org

36. Pajarito Environmental Education Center

Technical Representative(s)

Jillian Rubio
Executive Director
Pajarito Environmental Education Center
2600 Canyon Road
Los Alamos, NM 87544
Phone: (505) 662-0460
jillian@peecnature.org

38. Western Association of Fish and Wildlife Agencies

Technical Representative(s)

Zachary Lowe
Executive Director
Western Association of Fish and Wildlife Agencies
PO Box 190150
Boise, ID 83719
Phone: (765) 404-4986
zach.lowe@wafwa.org

37. RiversEdge West

Technical Representative(s)

Shannon Wadas
Associate Director
RiversEdge West
PO Box 1907
Grand Junction, CO 81502
Phone: (970) 256-7400
swadas@riversedgewest.org

Administrative Representative(s)

Cathy Campbell
Grants and Agreements
Western Association of Fish and Wildlife Agencies
PO Box 190150
Boise, ID 83719
Phone: (208) 331-9431
cathy.campbell@wafwa.org

ARTICLE V. AWARD

- A. Upon signature of all parties to this Agreement, the CESU Network National Office shall administer support funding to the Colorado Plateau CESU Host University in furtherance of the Agreement, to be authorized and executed by a modification to the Agreement. The amount of funding shall be determined in accordance with CESU Council annual Host University support guidelines.
- 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. § 4001, 33 U.S.C.

§ 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

C. A maximum 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]).

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, 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.

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. 116-260.
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 to the Agreement.

D. Award of additional funds or in-kind resources will be made through modifications to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification.

E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

ARTICLE VI. PRIOR APPROVAL

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. § 4001, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- 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. § 4001, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Colorado Plateau CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to the Agreement.
- C. A current role and mission statement for the Colorado Plateau CESU will be agreed to and maintained by all Colorado Plateau CESU cooperators. Copies of the role and mission statement will be available to all parties to the Agreement.
- D. Annual work plans will be developed to guide the specific activities of the Colorado Plateau CESU and will:
 - 1. Describe the Colorado Plateau CESU’s ongoing and proposed research, technical assistance, and education activities;
 - 2. Describe anticipated projects and products; and
 - 3. Identify faculty, staff, and students involved in the Colorado Plateau CESU during the year.

Copies of the annual work plan will be available to all parties to the Agreement.

- E. A current multi-year strategic plan will be maintained to generally guide the Colorado Plateau CESU. Copies of the strategic plan will be available to all parties to the Agreement.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

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. § 4001, 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

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. § 4001, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and 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 X: REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with applicable requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other applicable Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disability, religion, or sex in providing of facilities and services to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. § 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 U.S.C. § 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. LIABILITY PROVISION:

a) The Hopi Tribe

(1) Nothing in this agreement shall constitute a waiver of sovereign immunity of The Hopi Tribe.

(2) The Hopi Tribe's obligations under this agreement are subject to available appropriations.

b) Navajo Nation

(1) Nothing in this agreement shall constitute a waiver of sovereign immunity of the Navajo Nation.

(2) The Navajo Nation's obligations under this agreement are subject to available appropriations.

c) Governmental Parties

(1) The Federal Agencies (excluding the U.S. Forest Service), Host University, and Partner Institutions which are governmental parties, each accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the

scope of their employment, to the fullest extent permitted by their respective applicable laws, including laws concerning self-insurance.

- (2) To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (1), (2), and (3) for non-governmental parties stated below.
 - (3) This provision is applicable to the U.S. Forest Service acting by and through the Forest Service, USDA does hereby recognize potential liability for payment of claims for injury or loss of property of personal injury or death caused by the Government, or any officer, agent or employee thereof, while acting within the scope of his/her office of employment under circumstances when the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred (28 U.S.C. §§1346 (b), 2672 et seq.).
- d) Non-governmental Parties: Work provided by non-governmental entities or persons, will require that entity or person to:
- (1) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
 - (2) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
 - (3) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.
 - (4) Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

7. TRAFFICKING IN PERSONS: This Agreement and its subsequent modifications and task agreements are subject to requirements of section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104); now located at 2 CFR Part 175: 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 Government wide 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), and 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 Government wide 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), and 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 U.S.C. § 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*” 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. Includes:

i 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).

ii 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 U.S.C. § 7102).

8. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” the following actions by Federal employees are banned: a) any and all text messaging by while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

9. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658

a) *Definitions.* As used in this clause—

“*United States*” means the 50 states and the District of Columbia.

“*Worker*”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

- i Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
- ii Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,
- iii Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) *Executive Order Minimum Wage Rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and

relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.

(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

- (4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (5) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.
- (6) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
- (7) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
- (8) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- (9) The Recipient shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

- i Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;
- ii Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and
- iii Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

- i Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;
- ii Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).

(b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).

(c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).

d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent

and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

e) *Payroll Records.*

(1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- i Name, address, and social security number;
- ii The worker's occupation(s) or classification(s);
- iii The rate or rates of wages paid;
- iv The number of daily and weekly hours worked by each worker;
- v Any deductions made; and
- vi Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

- g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.
- h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning Recipient compliance, the procedures for resolving disputes concerning a Recipient's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
- i) *Antiretaliation.* The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- j) *Subcontractor compliance.* The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) *Subawards.* The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

10. U.S. Forest Service, National Forest System Provisions

- a) **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperator(s), at Cooperator's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- b) **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
- c) **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.
- d) **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 availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- e) **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.
- f) **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.

- g) 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 (5 U.S.C. § 552).
- h) 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.
- i) 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.

B. SPECIAL PROVISIONS:

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation of participating Federal Agencies, the Host University, and Partner Institutions, and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion. Federal agencies reserve the right to issue a disclaimer if such a disclaimer is determined to be appropriate.
2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

ARTICLE XI: DOCUMENTS INCORPORATED BY REFERENCE

The following are to be incorporated into this Agreement:

- A. [SF-LLL – Disclosure of Lobbying Activities](#) or Grants.gov Lobbying Form certification, identified in the agencies Funding Opportunity Announcement.
- B. Specific project award documents will incorporate the required Standard Forms for Application for Financial Assistance, as appropriate:
 - [SF-424 – Application for Financial Assistance](#)
 - [SF-424A – Budget for Non-Construction](#)
 - [SF-424B – Assurances for Non-Construction](#)

ARTICLE XII. ATTACHMENTS/LINKS

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

- [Request for Advance or Reimbursement, SF-270](#)
- [Federal Financial Report, SF-425](#)

ARTICLE XIII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

- A. The Hopi Tribe
- B. Navajo Nation

U.S. DEPARTMENT OF THE INTERIOR

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

U.S. DEPARTMENT OF AGRICULTURE

- I. U.S. Forest Service
- J. Natural Resources Conservation Service

U.S. DEPARTMENT OF DEFENSE

- K. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment
- L. Defense POW/MIA Accounting Agency
- M. U.S. Army Corps of Engineers–Civil Works

U.S. Department of Energy

- N. Western Area Power Administration

O. NORTHERN ARIZONA UNIVERSITY (HOST)

- P. Arizona State University
- Q. Colorado Mesa University
- R. Colorado State University
- S. Board of Regents of the Nevada System of Higher Education
on behalf of Desert Research Institute
- T. Diné College
- U. Fort Lewis College
- V. New Mexico Institute of Mining and Technology
- W. New Mexico State University
- X. The Ohio State University
- Y. Oregon State University
- Z. Prescott College
- AA. Southern Utah University
- BB. University of Arizona
- CC. University of Cincinnati
- DD. University of Nevada, Reno

- EE. University of New Mexico
- FF. University of Pennsylvania
- GG. The University of Texas at San Antonio
- HH. University of Utah
- II. Utah State University
- JJ. Utah Tech University
- KK. Utah Valley University
- LL. Weber State University
- MM. Western New Mexico University
- NN. The Arboretum at Flagstaff
- OO. Archaeology Southwest
- PP. Bird Conservancy of the Rockies
- QQ. Conservation Science Partners
- RR. Crow Canyon Archaeological Center
- SS. Forest Stewards Guild
- TT. Institute for Bird Populations
- UU. Institute for Heritage Education
- VV. Institute of Archaeological Research and Discovery
- WW. Heritage Lands Collective
- XX. Museum of Northern Arizona
- YY. Pajarito Environmental Education Center
- ZZ. RiversEdge West
- AAA. Western Association of Fish and Wildlife Agencies

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. The Hopi Tribe

[This partner is currently inactive pending submission of signature page per Article III. A.]

Timothy L. Nuvangyaoma
Chairman
The Hopi Tribe

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. Navajo Nation

[This partner is currently inactive pending submission of signature page per Article III. A.]

Buu Nygren
President

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. Bureau of Indian Affairs

[This partner is currently inactive pending submission of signature page per Article III. A.]

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

Date

Jo Ann Metcalfe
Grant Officer

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. Bureau of Land Management


**GREGORY
SHEEHAN**

 Digitally signed by GREGORY
SHEEHAN
Date: 2024.07.19 14:20:32 -06'00'

Greg Sheehan
Utah State Director

Date

STEPHANIE MCBRIDE

 Digitally signed by STEPHANIE
MCBRIDE
Date: 2024.06.26 12:27:57 -07'00'

Stephanie McBride
Grants Management Officer

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. Bureau of Reclamation

GLEN
JOSEPHSON

Digitally signed by GLEN
JOSEPHSON
Date: 2024.11.07 14:29:10
-07'00'

Glen Josephson
Grants Officer

Date

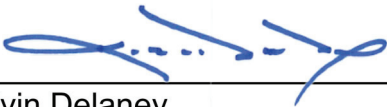
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. National Park Service

**KATHARINE
HAMMOND** Digitally signed by
KATHARINE HAMMOND
Date: 2024.07.13
15:38:13 -06'00'

Kate Hammond
Regional Director
NPS Intermountain Region / Interior Regions 6, 7, and 8

Date



Kelvin Delaney
Branch Chief, CESU FA West

7/02/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

G. U.S. Fish and Wildlife Service

**ANNA-MARIE
YORK**

Digitally signed by ANNA-MARIE
YORK
Date: 2024.06.27 08:26:59 -04'00'

Anna-Marie York
Grants Management Specialist
Science Applications

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. U.S. Geological Survey

**FAITH
GRAVES**

Digitally signed by
FAITH GRAVES
Date: 2024.06.27
06:09:26 -04'00'

Faith D. Graves
Contracting Officer

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. U.S. Forest Service

RICHARD
BARHYDT

Digitally signed by RICHARD
BARHYDT
Date: 2024.07.30 17:26:56 -06'00'

Richard Barhydt
Station Director
Rocky Mountain Research Station

Date

Michiko Martin
Regional Forester
U.S. Forest Service, Southwestern Region

Date

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

ANGELA HARRIS

Digitally signed by ANGELA
HARRIS
Date: 2024.07.24 14:47:55 -06'00'

Angela Harris
Grants Management Specialist
Rocky Mountain Research Station

Date

Alicia Maestas
Supervisory Grants Management Specialist
U.S. Forest Service, Southwestern Region
FS Agreement # **24-MU-00000000-000**

Date


ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. U.S. Forest Service

Frank McCormick
Acting Station Director
Rocky Mountain Research Station

Date

Andrea Delgado

 Digitally signed by Andrea Delgado
Date: 2024.12.11 17:20:15 -07'00'

Bunni Rae Maceo
Deputy Regional Forester
Forest Service, Rocky Mountain Region


Date

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

Angela Harris
Grants Management Specialist
Rocky Mountain Research Station

Date



 Digitally signed by LISA STREET
Date: 2024.12.05 11:12:52 -07'00'

Lisa Street
Supervisory Grants Management Specialist
Office of Grants and Agreements
U.S. Forest Service, Rocky Mountain Region
FS Agreement #24-MU-11020000-005

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. Natural Resources Conservation Service

LOUIS ASPEY

Digitally signed by LOUIS
ASPEY
Date: 2024.07.18 15:46:38
-04'00'

Louis Aspey
Associate Chief for Conservation

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

ORNDORFF.RYA Digitally signed by
ORNDORFF.RYAN.B.1289825793
N.B.1289825793 Date: 2025.01.15 12:56:19 -05'00'

Ryan Orndorff
Director, Environmental Planning and Conservation

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. Defense POW/MIA Accounting Agency



G. Roderick Gillette
Director, Partnerships and Innovation and Grants Officer (Interim)

June 26, 2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

**BLACK.TIMOTHY.DO
UGLAS.1119373987**

Digitally signed by
BLACK.TIMOTHY.DOUGLAS.1119
373987
Date: 2024.07.26 15:38:19 -05'00'

Timothy D. Black
Chief
ERDC Contracting Office

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. Western Area Power Administration

[This partner is currently inactive pending submission of signature page per Article III. A.]

Jack D. Murray
Senior Vice President and Desert Southwest Regional Manager

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. NORTHERN ARIZONA UNIVERSITY (HOST)

Thomas Champagne

Thomas Champagne
Associate Vice President, Research
Office of Sponsored Projects

8.15.2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. Arizona Board of Regents for and on behalf of Arizona State University

Kristy Macdonald

08/15/2024

Kristy Macdonald

Date

Assistant Director, Research Administration

Office for Research and Sponsored Projects Administration (ORSPA)

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Q. Colorado Mesa University

A handwritten signature in blue ink, appearing to read "J Marshall", written over a horizontal line.


John Marshall
President

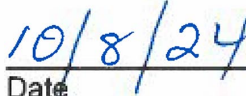
11/18/24

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. Colorado State University


Cassandra Moseley
VP for Research


Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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



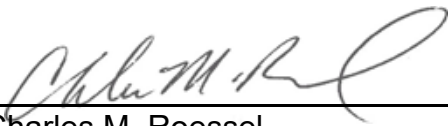
Vic Etyemezian
Vice President for Research

11/4/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. Diné College



Charles M. Roessel
President

07/08/2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

U. Fort Lewis College

Mario C Martinez

Mario Martinez
Provost and Vice President for Academic Affairs

11/5/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

V. New Mexico Institute of Mining and Technology

DocuSigned by:

C54C04CDE77D4A7...
 Richard Cervantes
 Vice President for Administration and Finance

7/8/2024

 Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

W. New Mexico State University

for Rita C. Parra, New Mexico State University
Digitally signed by Rita C. Parra,
New Mexico State University
Date: 2024.07.17 08:21:57 -06'00'

Alisha Giron
Associate Vice President, Research Administration

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

X. The Ohio State University

Signed by:

EB50B7D61ED44A6...

Kristy Baker
Director, Business and Industry Contracts

12/31/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Y. Oregon State University

DocuSigned by:
Zachary Gill
22F9CBD4E4464AE...

Zachary Gill
Director of Sponsored Programs, Award Contracting
Office for Sponsored Research and Award Administration

7/9/2024 | 06:25:34 PDT

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Z. Prescott College




Michele Peterson
Vice President, Chief Operating Officer

7/3/24

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

AA. Southern Utah University

	11/5/2024
_____	_____
Sylvia Bradshaw	Date
Director, Sponsored Programs, Agreements, Research and Contracts	

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

BB. University of Arizona



MGR

December 19, 2024

Melissa Gaye Riha
Director, Office of Research Contracts

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

CC. University of Cincinnati

David S. Gearing, Sr., MHA Digitally signed by David S. Gearing, Sr.,
MHA
Date: 2024.12.04 23:24:55 -05'00'

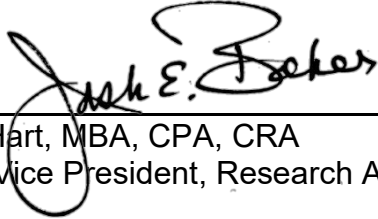
David S. Gearing, Sr.
Director, SRS Grants Management

December 04, 2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

DD. University of Nevada, Reno

A handwritten signature in black ink, appearing to read "Charlene Hart", written over a horizontal line.

Charlene Hart, MBA, CPA, CRA
Associate Vice President, Research Administration

7/8/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

EE. University of New Mexico


Ellen Fisher (Aug 30, 2024 08:32 MDT)

Ellen R. Fisher
Vice President for Research

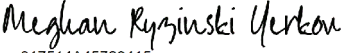
Aug 30, 2024

Date

NOTE: For the purposes of this agreement, with respect to the warrant provision under Article X. A. 9. b. (4). of this agreement, the reference to "warrants" shall be changed to "certifies" in order for the University of New Mexico to maintain compliance with the laws of the State of New Mexico.

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

FF. University of Pennsylvania

Signed by:

017514A45728415...

Meghan Ryzinski Yerkov
Associate Director, Contracts, Office of Research Services

1/22/2025

Date

NOTE: For the purposes of this agreement, with respect to the indemnification provision for Non-Governmental Parties under Article X. A. 6. d. (3). of this agreement, the University of Pennsylvania agrees that each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

GG. The University of Texas at San Antonio

~~[This partner is currently inactive pending submission of signature page per Article III. A.]~~

Michael Sharer


11/07/2024

Michael Sharer
Senior Director, Contracts and Industry
Agreements
Office of Research

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

HH. University of Utah



Brent K. Brown
Assistant VP for Research and
Director, Office of Sponsored Projects

11/05/2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

II. Utah State University

Amber Buatte

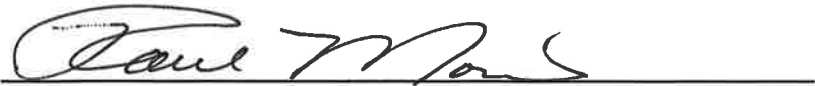
Amber Buatte
Executive Director, Sponsored Programs Office

07/18/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

JJ. Utah Tech University

A handwritten signature in cursive script, appearing to read "Paul Morris", is written over a solid horizontal line.

Paul Morris
Vice President of Administrative Affairs

2/12/2025
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

KK. Utah Valley University

Curtis Pendleton


Curtis L. Pendleton
Senior Director of Sponsored Programs
Authorized Organizational Representative

7/12/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

LL. Weber State University



James Taylor
Executive Director

6/27/24

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

MM. Western New Mexico University

W.J. Crocker, VPAA

Jack Crocker
Provost and Vice President of Academic Affairs

6/27/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

NN. The Arboretum at Flagstaff

[This partner is currently inactive pending submission of signature page per Article III. A.]

Nate O'Meara
Executive Director

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

OO. Archaeology Southwest



Stephen E. Nash
President and CEO

8 NW 2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

PP. Bird Conservancy of the Rockies

Tammy VerCauteren

[Tammy VerCauteren \(Jul 22, 2024 22:07 MDT\)](#)

Tammy VerCauteren
Executive Director

07/22/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

QQ. Conservation Science Partners



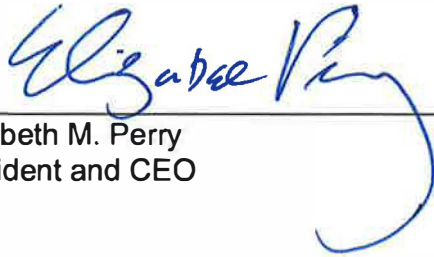
Brett Dickson
Chief Executive Officer

6/27/24

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

RR. Crow Canyon Archaeological Center



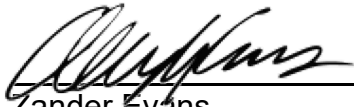
Elizabeth M. Perry
President and CEO

7-29-24

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

SS. Forest Stewards Guild



Zander Evans
Executive Director

6/26/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

TT. Institute for Bird Populations



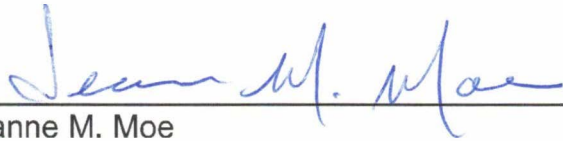
Rodney B. Siegel
Executive Director ~~and President~~

6/27/24

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

UU. Institute for Heritage Education

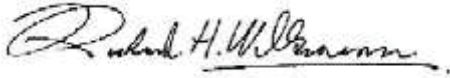
A handwritten signature in blue ink that reads "Jeanne M. Moe". The signature is written in a cursive style and is positioned above a horizontal line.

Jeanne M. Moe
Chair, Board of Directors

11/4/2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

VV. Institute of Archaeological Research and Discovery



Richard H. Wilkinson
President

7/1/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

WW. Heritage Lands Collective



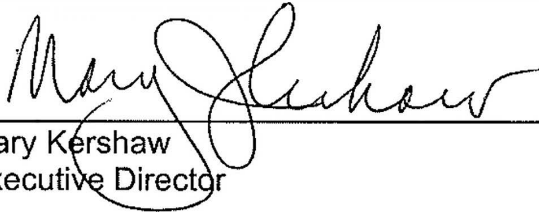
Joseph Gazing Wolf
Executive Director

11/04/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

XX. Museum of Northern Arizona

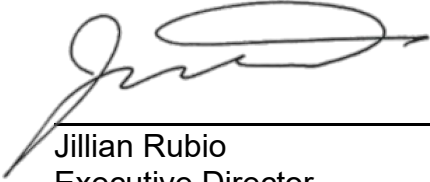


Mary Kershaw
Executive Director

6/27/24
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

YY. Pajarito Environmental Education Center



Jillian Rubio
Executive Director

07/31/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

ZZ. RiversEdge West

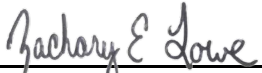


Rusty Lloyd
Executive Director

7/2/24
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

AAA. Western Association of Fish and Wildlife Agencies



Zachary Lowe
Executive Director

06/27/24

Date