GREAT LAKES-NORTHERN FOREST COOPERATIVE ECOSYSTEM STUDIES UNIT

AMENDMENT TWO TO COOPERATIVE AND JOINT VENTURE AGREEMENT

between

U.S. DEPARTMENT OF THE INTERIOR Bureau of Land Management U.S. Geological Survey National Park Service

U.S. DEPARTMENT OF AGRICULTURE U.S. Forest Service, Northern Research Station Natural Resources Conservation Service

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

U.S. DEPARTMENT OF DEFENSE U.S. Army Corps of Engineers–Civil Works

and

UNIVERSITY OF MINNESOTA (HOST) Fond du Lac Tribal and Community College **Indiana University** Michigan State University Michigan Technological University Minnesota State University–Mankato Southern University and A&M College SUNY-College of Environmental Science and Forestry University of Iowa University of Massachusetts–Amherst University of Toledo University of Vermont and State Agricultural College University of Wisconsin–Madison West Virginia University American Indian Science and Engineering Society **Great Lakes Commission** Great Lakes Forest Alliance International Association for Great Lakes Research

Minnesota Department of Natural Resources National Council for Air and Stream Improvement, Inc. The Nature Conservancy Science Museum of Minnesota Cleveland State University University of Wisconsin–Stevens Point Northern Michigan University Stephen F. Austin State University University of Wisconsin–La Crosse Antioch University New England Cornell University Indiana State University Purdue University University of Notre Dame

Adding:

U.S. Fish and Wildlife Service Office of the Deputy Under Secretary of Defense (Installations and Environment)

With the exception of the changes below, all terms and conditions of the Great Lakes-Northern Forest Cooperative and Joint Venture Agreement apply to this Amendment, and this Amendment is hereby made part of the Agreement.

ARTICLE I. BACKGROUND AND OBJECTIVES

- A.1. The U.S. Fish and Wildlife Service is hereby included in the Great Lakes-Northern Forest Cooperative Ecosystem Studies Unit as a Federal Agency Partner under agreement #H6000082000.
- A.2. The U.S. Department of Defense, Office of the Deputy Under Secretary of Defense (Installations and Environment) is hereby included in the Great Lakes-Northern Forest Cooperative Ecosystem Studies Unit as a Federal Agency Partner under agreement #W9126G-11-2-0001.
- M. 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, and inland sport fisheries. In accordance with the Fish and Wildlife Act of 1956 (16 USC 742f), the USFWS is authorized to enter into this

cooperative agreement to continue the Great Lakes-Northern Forest CESU to assist in providing research, technical assistance, and education.

N. The Department of Defense (hereinafter called DoD) manages nearly 30 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. The DoD's primary mission is national defense. The DoD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DoD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with one or more of the following: 16 USC 670c-1, 10 USC 2358, 10 U.S.C 2694, 10 USC 2684, and P.L. 103-139 (FY 94 NDAA page 107 Stat. 1422) DoD is authorized to enter into this cooperative agreement continuing the Great Lakes-Northern Forest CESU to assist in providing research, technical assistance and education.

ARTICLE II. STATEMENT OF WORK

D.6.a. Also, in accordance with 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense).

ARTICLE III. TERMS OF AGREEMENT

- A.1. The effective date of the Great Lakes-Northern Forest CESU Cooperative and Joint Venture Agreement is 02 August 2007.
- A.3. The effective date of this amendment to the Great Lakes-Northern Forest CESU Cooperative and Joint Venture Agreement shall be determined from the date of the last signature.

ARTICLE IV. KEY OFFICIALS

A.8. The technical representative for the U.S. Fish and Wildlife Service is:

Craig A. Czarnecki U.S. Fish and Wildlife Service East Lansing Field Office 2651 Coolidge Road, Suite 101 East Lansing, MI 48823 Phone: (517) 351-8470 Fax: (517) 351-1443 Craig_Czarnecki@fws.gov A.9. The technical representative for the Department of Defense, Office of the Deputy Under Secretary of Defense (Installations and Environment) is:

Alan B. Anderson U.S. Army Engineer Research and Development Center (ERDC) Construction Engineering Research Laboratory (CERL) 2902 Farber Drive Champaign, IL 61822 Phone: (217) 352-6511, Ext 6390 Phone: 800/USACERL, Ext 6390 Fax: (217) 373-7266 alan.b.anderson@erdc.usace.army.mil

Administrative Representative:

Joyce Roberts, Contract Specialist Vicksburg Consolidated Contracting Office CEMVK-CT-TC/J. Roberts P.O. Box 9005 Champaign, IL 61826-9005 Phone: (217) 373-4479, or 800/USACERL, Ext. 4479 Fax: (217) 373-6773 Joyce.I.Roberts@erdc.usace.army.mil

ARTICLE V. AWARD

- A.1. Upon signature of all parties to this amendment, USFWS will commit \$10,000 in funds to the Great Lakes-Northern Forest CESU Host University in furtherance of the Agreement, to be authorized by a modification issued against the Agreement.
- A.2. Upon signature of all parties to this amendment, DoD will commit \$10,000 in funds to the Great Lakes-Northern Forest CESU Host University in furtherance of the Agreement, to be authorized by a modification issued against the Agreement.
- A.3. Also, in accordance with 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense) and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense).

ARTICLE VI. PRIOR APPROVAL

A.1. Also, in accordance with 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense) and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

A.1. Also, in accordance with 32 CFR Parts 21, 21, 32, 33, and 34 (Department of Defense) and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense).

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

A.1. Also, in accordance with 32 CFR Parts 21, 21, 32, 33, and 34 (Department of Defense) and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense).

ARTICLE IX. TERMINATION

A.2. Also, in accordance with 32 CFR Parts 21, 21, 32, 33, and 34 (Department of Defense) and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense).

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

7. TRAFFICKING VICTIM PROTECTION:

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 USC 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 Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).
- (b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - (1) Is determined to have violated an applicable prohibition in paragraph
 (a)(1) of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).
- (c) Provisions applicable to any recipient.
 - (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph (a)(2) or(b) of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.
- (d) Definitions. For purposes of this award term:
 - (1) "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (3) "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.
 - (4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).
- PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING (Included pursuant to Department of the Interior Guidance Release – DIG-2010-04)

Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Award recipients shall adopt and enforce policies that immediately ban text messaging while driving company-owned or-rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

 CENTRAL CONTRACTOR REGISTRATION AND DATA UNIVERSAL NUMBERING SYSTEM (2 CFR Part 25): 2 CFR Part 170 requires each applicant, as well as recipients and their direct subrecipients, other than individuals, that does not have an exception under 2 CFR §25.110, to:

(1) Be registered in the Central Contractor Registration (CCR) database prior to submitting an application or plan;

(2) Maintain an active CCR registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency; and

(3) Provide its Dun and Bradstreet Data Universal Numbering System (DUNS) number in each application or plan it submits to the agency.

10. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR Part 170): 2 CFR Part 170 requires each entity that applies, and does not have an exception under 2 CFR §170.110(b), to ensure they have the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, should they receive funding.

ARTICLE XI. DOCUMENTS INCORPORATED BY REFERENCE

The following are to be incorporated into this Agreement:

- 1. SF-LLL, Disclosure of Lobbying Activities or Grants.gov Lobbying Form certification, identified in the agencies Funding Opportunity Announcement.
- Specific project award documents will incorporate the required Standard Forms for Application for Financial Assistance: SF-424 – Application for Financial Assistance SF-424a – Budget for Non-Construction SF-424b – Assurances for Non-Construction SF-424c – Budget for Construction SF-424d – Assurances for Construction

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES

The following authorizing signatures are attached to this amendment:

- U.S. DEPARTMENT OF THE INTERIOR
- A. Bureau of Land Management
- B. U.S. Geological Survey
- C. National Park Service
- D. U.S. Fish and Wildlife Service
- U.S. DEPARTMENT OF AGRICULTURE
- E. U.S. Forest Service
- F. Natural Resources Conservation Service
- G. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
- **U.S. DEPARTMENT OF DEFENSE**
- H. U.S. Army Corps of Engineers-Civil Works
- 1. Office of the Deputy Under Secretary of Defense (Installations and Environment)
- J. UNIVERSITY OF MINNESOTA (HOST)
- K. Fond du Lac Tribal and Community College
- L. Indiana University
- M. Michigan State University
- N. Michigan Technological University
- O. Minnesota State University–Mankato
- P. Southern University and A&M College
- Q. SUNY-College of Environmental Science and Forestry
- R. University of Iowa
- S. University of Massachusetts–Amherst
- T. University of Toledo
- U. University of Vermont and State Agricultural College
- V. University of Wisconsin–Madison
- W. West Virginia University
- X. American Indian Science and Engineering Society
- Y. Great Lakes Commission
- Z. Great Lakes Forest Alliance
- AA. International Association for Great Lakes Research
- BB. Minnesota Department of Natural Resources
- CC. National Council for Air and Stream Improvement, Inc.
- DD. The Nature Conservancy
- EE. Science Museum of Minnesota
- FF. Cleveland State University
- GG. University of Wisconsin–Stevens Point
- HH. Northern Michigan University
- II. Stephen F. Austin State University
- JJ. University of Wisconsin–La Crosse
- KK. Antioch University New England

LL. Cornell University MM. Indiana State University NN. Purdue University OO. University of Notre Dame

A. Bureau of Land Management

Per Article III, C: If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective.

Dr. John Lyon State Director, Eastern States Date

Lisa T. Clayton Grants Management Officer

B. U.S. Geological Survey

Sherri Ly Bredesen Contracting Officer

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C. National Park Service

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Theora McVay Contracting Officer

7-11-11

Date

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D. U.S. Fish and Wildlife Service

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Cathy Vanatta Contracting Officer, Region 3

JUL 0 6 2011

E. U.S. Forest Service

Dayisan

David Garrison Grants and Agreements Specialist Northern Research Station

7/11

F. Natural Resources Conservation Service

key 11 Eloris D. Speight Deputy Chief for Management

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G. National Aeronautics and Space Administration

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[Print Name] [Print Title]

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

Digitally signed by SONTAG.DEANNDA.S.1230791909 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=SONTAG.DEANNDA.S.1230791909 Date: 2011.07.26 14:57:50 -05'00'

Deannda Sontag Grants Officer

26 July 2011

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

in ii. Leslie E. Guy Grants Officer

Representing ODUSD (I&E)

AY 17, 2011

Great Lakes-Northern Forest CESU, Amendment Two, USFWS_DOD

J. University of Minnesota

Kevin McKoskey Senior Grants Manager Office of Sponsored Projects Administration

a.

Alan Ek Head, Department of Forest Resources and Acting Director, Great Lakes-Northern Forest CESU

7/28/11

K. Fond du Lac Tribal and Community College

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Donald R. Day President

L. Indiana University

Cheri lost the signature page; emailed the university partner asking for another copy.

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Executive Director, Eppley Institute for Perksland Public Lands

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Terese Miller Manager Grant Services 8-12-2011

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SICO LONG-NUMBER FORST CESU, Amondment Two, USPUS, 200

M. Michigan State University

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8/14/2011 Date

Daniel T. Evon Director, Contract and Grant Administration

N. Michigan Technological University

David D. Reed

Vice President for Research

7/27/11 Date

Great Lakes-Northern Forest CESU, Amendment Two, USFWS_DOD

O. Minnesota State University-Mankato

Richard J. Straka Vice President for Finance and Administration

10/11

P. Southern University and A&M College

Loven an

James Llorens, Ph.D. Chancellor

25/11

Great Lakes-Northern Forest CESU, Amendment Two, USFWS_DOD

Q. SUNY-College of Environmental Science and Forestry

Cornelius B. Murphy, Jr. President

7/25/11 Date

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R. University of Iowa

Twila Fisher Reighley Assistant Vice President for Research

S. University of Massachusetts-Amherst

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Jennifer A. Donais, CRA Associate Director

T. University of Toledo

R. Douglas Wilkerson Vice President for P R. Douglas Wilkerson Vice President for Research Administration JM

8/16/11 Date

James P. Trempe, Ph.D. Vice President for Research

U. University of Vermont and State Agricultural College

AUG 11 2011

Ruth Farrell / Associate Vice President for Research Administration

V. University of Wisconsin-Madison

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for: Diane Barrett Kim Moreland Assistant Director, Research and Sponsored Programs Robert C. Heimstreet Managing Officer, Pre-Award Research & Sponsored Programs

<u>Bugasi Dizoli</u> Date

W. West Virginia University

AA

Curt M. Peterson Interim Vice President for Research & Economic Development

X. American Indian Science and Engineering Society

Per Article III, C: If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective.

Dwight A. Gourneau Director of Professional Development

Y. Great Lakes Commission

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Thomas R. Crane

Thomas R. Crane Deputy Director Date: 08/11/2011

Z. Great Lakes Forest Alliance

Per Article III, C: If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective.

Stefan Bergmann Executive Director

AA. International Association for Great Lakes Research

Aug 15, 2011 Date

Lynde D. Oorkum Robert J. Letcher President

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BB. Minnesota Department of Natural Resources

Dave Schad **Deputy Commissioner**

29/2011 Date

Great Lakes-Northern Forest CESU, Amendment Two, USFWS_DOD

CC. National Council for Air and Stream Improvement, Inc.

Ronald A. Yeske

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Great Lakes-Northern Forest CESU, Amendment Two, USFWS_DOD

DD. The Nature Conservancy

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R6b McKim Central US Regional Director

Aug 18 Zoli Date

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EE. Science Museum of Minnesota

Eric J. Jolly President

1/2-7/11 Date

FF. Cleveland State University

Per Article III, C: If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective.

Leo W. Jeffres Interim Vice Provost for Research

Date

GG. University of Wisconsin-Stevens Point

Michael P. Veum Katherine P. Jore Associate Vice Chancellor for Personnel, Budget+Grants and Summer Session

8/11

Date

HH. Northern Michigan University

Per Article III, C: If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective.

rance L. Seethoff Gynthia Prosen Ter

Associate Provost for Academic Affairs

<u>8-/8-2011</u> Date

R. Gavin Leach Vice President for Finance and Administration

8.3.1 Date

II. Stephen F. Austin State University

Sh Pathlbat

Baker Pattillo President

<u>8-/-//</u> Date

JJ. University of Wisconsin-La Crosse

R. N. How Vijendra K. Agarwal Robert H. Hoar, Interim Associate Vice Chancellor for Academic Affairs

8/18/2011

Date

KK. Antioch University New England

au

David A. Caruso, Ph.D. President

7/27/11 Date

Great Lakes – Northern Forest CESU, Amendment Two, USFWS_DOD

LL. Cornell University

[Print Name] [Print Title]

Christine M. Ashdown Sr. Grant & Contract Officer Office of Sponsored Programs

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MM. Indiana State University

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[Print Name] [Print Title]

Date

NN. Purdue University

Purdue University [Print Name] Mark Pearson [Print Title]

Sr. Contract Analyst

AUG 1 7 2011 Date

OO. University of Notre Dame

ull

<u>7/27/2011</u> Date

Michael T. Edwards Assistant Vice President / Director, Office of Research Liz Rulli Associate Vice President for Research