

BLM # KAA000011  
USGS-BRD # 00HQAG0210  
NPS # CA6000A0100  
USFS # 00-JV-11221614-181

**GREAT PLAINS  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT VENTURE AGREEMENT**

**between**

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

**DEPARTMENT OF AGRICULTURE  
U.S. Forest Service**

**and**

**UNIVERSITY OF NEBRASKA - LINCOLN (HOST)  
Colorado State University  
Langston University  
Little Priest Tribal College  
Texas A&M University  
University of Minnesota  
University of North Dakota  
University of Oklahoma**

**ARTICLE I - BACKGROUND AND OBJECTIVES**

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Geological Survey–Biological Resources Division, National Park Service, and U.S. Forest Service (hereinafter called Federal Agencies), and the University of Nebraska - Lincoln and its partner institutions is to establish and maintain the Great Plains Cooperative Ecosystem Studies Unit. The Great Plains CESU is associated with a national network of CESUs.

B. The objectives of the Great Plains Cooperative Ecosystem Studies Unit (CESU) 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. 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 Bureau of Land Management 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 a cooperative agreement to establish the Great Plains CESU to assist in providing research, technical assistance and education.

D. The U.S. Geological Survey–Biological Resources Division (hereinafter called BRD) works with others to provide scientific understanding and technologies needed to support the sound management and conservation of our Nation's biological resources (Secretarial Order No. 3202). In accordance with 16 U.S.C.1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the BRD is authorized to enter into a cooperative agreement to establish the Great Plains CESU to assist in providing research, technical assistance and education.

E. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the Great Plains CESU to assist in providing research, technical assistance and education.

- F. The U.S. Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 U.S.C. 3318 (b) the USFS is authorized to enter into a joint venture agreement to establish the Great Plains CESU to assist in providing research, technical assistance and education.
- G. The role of the University of Nebraska-Lincoln as the primary intellectual and cultural resource for the State is fulfilled through the missions of the University: teaching, research, and service. UNL pursues its missions through its nine colleges on its West Campus, the university-wide Graduate College, the College of Agricultural Sciences and Natural Resources, Agricultural Research Division, Cooperative Extension, International studies, and its museums, press, and telecommunication services. Teaching research, and service take on a distinctive character at UNL because of its land-grant university status, which ensures a commitment to the people of the State, the region, and the nation. UNL is dedicated to the pursuit of an active research agenda which benefits the agricultural environment and natural resources, the highest quality of post-secondary education, and exceptional service through its partnership with federal, state, and local agencies. The UN-system also includes campuses in Omaha, (UNO and UN-Medical Center) and Kearney (UNK), as well as a network of experiment stations state-wide.
- H. The partner institutions to the Host University include Colorado State University, Langston University, Little Priest Tribal College, Texas A&M University, University of Minnesota, University of North Dakota, and University of Oklahoma (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 Great Plains CESU objectives and 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 release time of Host University and Partner Institution faculty, as appropriate;
  5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
  6. Make available managers to serve on the Great Plains CESU Manager's 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 Employees;
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. Establish, in consultation with the Federal Agencies and Partner Institutions, the Great Plains CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Great Plains CESU objectives;
3. Provide release time for faculty to engage in participating Federal Agencies research, technical assistance and education activities related to the Great Plains CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Great Plains CESU 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, as appropriate;
8. Encourage its students to participate in the activities of the Great Plains CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Establish a Great Plains CESU Manager's 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 Great Plains 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 Great

- Plains CESU objectives and provide release time for faculty to participate in this program if 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 CESU.
- D. All Federal Agencies, the Host University and Partner Institutions agree to:
1. Establish and maintain the Great Plains CESU closely following the CESU Introduction (June 1999), adapting key elements to local and regional needs, as appropriate;
  2. Develop and adopt a Great Plains CESU role and mission statement;
  3. Develop a multi-year strategic plan;
  4. Make modifications, as appropriate, to this agreement that individually include a specific “scope of work” statement and a brief explanation of the following:
    - (a) the proposed work and what is being modified in the agreement;
    - (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 deliverables;
  5. 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;
  6. Follow OMB Circulars A-21, A-87, A-102, A-110, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

### **ARTICLE III – TERMS OF AGREEMENT**

- A. This agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this agreement shall be determined from the date of the last signature.
- 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 Great Plains CESU.
- C. 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 in writing, signed and agreed to by all signatories to this agreement.
- D. For the purposes of this agreement, modifications 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 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.

#### **ARTICLE IV - KEY OFFICIALS**

- A. The technical representatives for the Federal Agencies are as follows:

- 1. Bureau of Land Management

- Gene Schaaf
    - Bureau of Land Management
    - Wyoming State Office
    - 5353 Yellowstone
    - P.O. Box 1828
    - Cheyenne, WY 82003
    - (307) 775-6104
    - gene\_schaaf@blm.gov

- 2. U.S. Geological Survey–Biological Resources Division

- Gary D. Willson
    - USGS Biological Resources Division
    - University of Missouri
    - 302 Gentry Hall
    - Columbia, MO 65211-0001
    - (573) 882-8645
    - WillsonGD@missouri.edu

- 3. National Park Service

- Steve Cinnamon
    - Associate Regional Director, Natural Resource Stewardship and Science (Acting)
    - National Park Service
    - Midwest Regional Office
    - 1709 Jackson Street
    - Omaha, NE 68102
    - 402-221-3437
    - Steve\_Cinnamon@nps.gov

4. U.S. Forest Service

Dr. Michele Schoeneberger  
USDA Forest Service  
Rocky Mountain Research Station  
National Agroforestry Center  
East Campus  
University of Nebraska  
Lincoln, NE 68583-0822  
(402) 437-5178x21 (phone)  
(402) 437-5712 (fax)  
mschoeneberger@fs.fed.us

Dr, Daniel Uresk  
USDA Forest Service  
Rocky Mountain Research Station  
Forest Sciences Laboratory  
South Dakota School of Mines and Technology  
501 East St. Joseph Street  
Rapid City, SD 57701  
(605) 394-1960 (phone)  
(605) 394-6627 (fax)  
duresk@fs.fed.us

B. The technical representative for the Host University is:

Dr. Edward T. Elliott  
Director  
School of Natural Resource Sciences  
University of Nebraska  
303 Biochem Hall  
Lincoln, NE 68583  
(402) 472-9873

C. The technical representatives for the Partner Institutions are:

1. Colorado State University

Dr. Dennis Child, Head  
Department of Rangeland Ecosystem Science  
Colorado State University  
240E Natural Resources Building  
Fort Collins, CO 80523-1478  
(970) 491-6677

2. Langston University

Dr. Sherman L. Lewis  
Director  
Center for Outreach Programs  
Langston University  
PO Box 730  
Langston, OK 73050  
(405) 466-9896

3. Little Priest Tribal College

Ms. Ann M. Downes  
President  
Little Priest Tribal College  
PO Box 270  
Winnebago, NE 68071  
(402) 878-2380

4. Texas A&M University

Dr. Robert D. Brown  
Head  
Department of Wildlife and Fisheries Sciences  
Texas A&M University  
2258 TAMU  
College Station, TX 77843-2258  
(979) 845-1261

5. University of Minnesota

Dr. Dorothy H. Anderson  
Department of Forest Resources  
University of Minnesota  
1530 Cleveland Avenue  
St. Paul, MN 55108  
(612) 624-2721

6. University of North Dakota

Dr. Carl A. Fox  
Director  
Office of Research and Program Development  
University of North Dakota  
PO Box 7134  
Grand Forks, ND 58202-7134  
(701) 777-4278



7. University of Oklahoma  
Dr. Linda L. Wallace  
University of Oklahoma  
Department of Botany and Microbiology  
Norman, OK 73019  
(405) 325-6685

**ARTICLE V – AWARD**

A. Award under this agreement is as specified in the incorporated proposal and budget (Article XI 1. and 2.).

B. Upon signature of all parties and upon satisfactory submission of a budget from the Host University, the Federal Agencies will obligate funds as follows:

Bureau of Land Management

\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Geological Survey–Biological Resources Division

\$10,000 is awarded to the Host University to carry out this agreement.

National Park Service

\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Forest Service

\$10,000 is awarded to the Host University to carry out this agreement.

C. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-102, A-133 and specifically, 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

D. A 15% indirect cost rate will be paid on work covered by the agreement and all its modifications. An exception is that the US Forest Service cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USFS cost-sharing requirements.

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.

E. 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. Copies of all modifications to the agreement shall be kept on file with the Host University.

- F. 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 OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

#### **ARTICLE VII - REPORTS AND/OR DELIVERABLES**

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Great Plains CESU Federal Agencies and Partner Institutions (hereinafter called cooperators) for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.
- C. A role and mission statement will be prepared, adopted and agreed to by all Great Plains CESU cooperators within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.
- D. Annual work plans will be developed to guide the specific activities of the Great Plains CESU and will:
1. Describe the Great Plains 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 Great Plains CESU during the year.
- The first annual work plan (for FY2001) will be delivered 120 days from the date this agreement is executed. Five (5) copies of the annual work plan will be delivered to each Federal Agency.
- E. A multi-year strategic plan will be developed to generally guide the Great Plains CESU and will be delivered within 12 months from the date this agreement is executed. Five (5) copies of the multi-year strategic plan will be delivered to each Federal Agency.

## **ARTICLE VIII - PROPERTY UTILIZATION AND DISPOSITION**

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

## **ARTICLE IX - TERMINATION**

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), and requires approval of each of the Federal Agencies and the Host University.

## **ARTICLE X – REQUIRED/SPECIAL PROVISIONS**

### **A. REQUIRED PROVISIONS:**

1. **NON-DISCRIMINATION:** All activities pursuant this agreement and the provisions of Executive Order 11246; shall be in compliance with 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 Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service 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 or the laws of the District 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, Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
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, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United

States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

## 6. LIABILITY PROVISION:

### Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, 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 law, including laws concerning self-insurance.

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 (a),(b), and (c) for non-governmental parties stated below.

### Non-governmental Parties

Work provided by non-governmental entities or persons, will require that entity or person to:

- (a) 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 anyone 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
- (b) 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
- (c) 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 organization, its representatives, or employees.

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.

## 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 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.

2. That the results of any cooperative studies may be used for development of theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay theses publication.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

#### **ARTICLE XI – DOCUMENTS INCORPORATED BY REFERENCE**

- A. The following are to be incorporated into this agreement:
  1. Budget for funds awarded in this agreement
  2. DI-2010, Certifications for the Host University and Partner Institutions regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

#### **ARTICLE XII - ATTACHMENTS**

- A. The following are attached:
  1. ATTACHMENT 1 – Financial Status Report, SF 269A
  2. ATTACHMENT 2 – Request for Advance or Reimbursement, SF 270
  3. ATTACHMENT 3 – ACH Payment, SF3881
  4. ATTACHMENT 4 – Example Modification Template

#### **ARTICLE XIII - AUTHORIZING SIGNATURES**

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Land Management
- B. U.S. Geological Survey
- C. National Park Service

U.S. Department of Agriculture

- D. U.S. Forest Service

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

- E. UNIVERSITY OF NEBRASKA - LINCOLN
- F. Colorado State University
- G. Langston University
- H. Little Priest Tribal College
- I. Texas A&M University
- J. University of Minnesota
- K. University of North Dakota
- L. University of Oklahoma

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

A. Bureau of Land Management

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Date

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

B. U.S. Geological Survey–Biological Resources Division

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Date



**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

C. National Park Service

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

D. U.S. Forest Service

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

E. University of Nebraska - Lincoln

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

F. Colorado State University

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

G. Langston University

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

H. Little Priest Tribal College

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

I. Texas A&M University

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

J. University of Minnesota

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Date



**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

K. University of North Dakota

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Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

L. University of Oklahoma

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Date