GREAT RIVERS COOPERATIVE ECOSYSTEM STUDIES UNIT

AMENDMENT FOUR 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. Fish and Wildlife Service

U.S. DEPARTMENT OF AGRICULTURE Natural Resources Conservation Service U.S. Forest Service Farm Service Agency

U.S. DEPARTMENT OF DEFENSE Office of the Assistant Secretary of Defense for Energy, Installations, and Environment U.S. Army Corps of Engineers – Civil Works

and

The Curators of the UNIVERSITY OF MISSOURI (HOST) **Drake University** Indiana University **Iowa State University** Lincoln University Southern Illinois University **Missouri State University** University of Illinois University of Iowa University of Kansas University of Minnesota Audubon Missouri Audubon Minnesota (formerly Upper Miss. River Campaign) **Conservation Federation of Missouri** Missouri Botanical Garden National Mississippi River Museum and Aquarium St. Mary's University of Minnesota

University of Notre Dame Winona State University National Great Rivers Research and Education Center University of Memphis Southeast Missouri State University Saint Louis University

Adding:

Bureau of Indian Affairs Southern Illinois University Edwardsville

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

ARTICLE I. BACKGROUND AND OBJECTIVES

- A.2. The Bureau of Indian Affairs (BIA) is hereby included in the Great Rivers CESU as a Federal Agency Partner.
- E.0. Pursuant to enactment of Title 54, U.S. Code, "National Park Service and Related Programs," Section E. (National Park Service) is hereby amended and restated in its entirety as follows:

E. 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 Great Rivers CESU to assist in providing research, technical assistance and education.

- L.3. Southern Illinois University Edwardsville is hereby included in the Great Rivers CESU as a Partner Institution.
- N. Bureau of Indian Affairs (BIA) is the oldest bureau of the United States Department of the Interior. Established in 1824, BIA currently provides services to approximately 1.9 million American Indians and Alaska Natives. There are 566 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.

ARTICLE II. STATEMENT OF WORK

A.8.a. Section A.8. is hereby amended and restated in its entirety as follows:

A.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);

D.6.a. Section D.6. is hereby amended and restated in its entirety as follows:

D.6. Follow 2 CFR 200, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as appropriate; and the related federal agency regulations, as applicable, specifically 22 CFR 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 U.S.C. 2358, 10 U.S.C. 3036(d), 33 U.S.C. 2323a, and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense); and these documents are incorporated into this Agreement by reference.

- D.7. Provide data on CESU projects to the CESU Network National Office and/or host institution in accordance with CESU Council guidelines as posted on the CESU Network website (www.cesu.org).
- D.8. 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;), as appropriate.

ARTICLE III. TERM OF AGREEMENT

- A.1. The effective date of the Great Rivers CESU Cooperative and Joint Venture Agreement is 15 July 2013.
- A.2. The effective date of this Amendment to the Great Rivers CESU Cooperative and Joint Venture Agreement shall be determined from the date of the last signature to this Amendment.
- C.0. Section C. is hereby amended and restated in its entirety as follows:

C. Amendments to this Agreement shall be made according to the following provisions:

C.1. For the purposes of this Agreement, Amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University, or by the Host University on behalf of any of the Partner Institutions. Amendments shall be executed in writing by the CESU Network National Office. Amendments shall 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.

C.2. For Amendments for which the sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, the Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the Amendment. New Partner Institutions and/or Federal Agencies shall be approved and added in accordance with the CESU Council guidelines, as posted on the CESU Network website (www.cesu.org). All partners shall receive prior notification of amendments.

C.3. For amendments for which the sole purpose is to incorporate administrative changes that do not affect the intent, execution, and implementation of the terms of this Agreement, such as partner name changes or modifications as required by federal (e.g., OMB) financial assistance regulations, the Partner Institution and/or Federal Agency requesting the administrative change and the Host University shall sign the amendment. Such amendments shall be made at the discretion of the CESU Council and all partners shall receive prior notification of amendments.

ARTICLE IV. KEY OFFICIALS

A.10. The technical representative for the Bureau of Indian Affairs is:

Rachael Novak Climate Science Coordinator Bureau of Indian Affairs 1849 C Street NW, MIB 4633 Washington, DC 20240 Phone: (202) 219-1652 rachael.novak@bia.gov

C.23. The representatives for <u>Southern Illinois University Edwardsville</u> are as follows:

Technical Representative

Dr. Jerry Weinberg Associate Provost for Research and Dean of the Graduate School Southern Illinois University Edwardsville Rendleman Hall Room 2215 Edwardsville, IL 62026-1046 Phone: (618) 650-3010 Fax: (618) 650-3523 jweinbe@siue.edu

Administrative Representative

Dr. Susan Morgan Associate Dean for Research and Graduate Studies Graduate School. Southern Illinois University Edwardsville Rendleman Hall Room 2215 Edwardsville, IL 62026-1046 Phone: (618) 650-3010 Fax: (618) 650-3523 smorgan@siue.edu

ARTICLE V. AWARD

B.0. Section B. is hereby amended and restated in its entirety as follows:

B. Payments will be made by the Federal Agencies for work in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically, 22 CFR Part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323(a), 10 U.S.C. 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works).

C.0. Section C. is hereby amended and restated in its entirety as follows:

C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications or task agreements, with exceptions listed in Article V. paragraphs C.1., C.2., and C.3. (below). Refer to agency-specific policy and guidance for additional information regarding approval and implementation under 2 CFR 200, as appropriate (e.g., DOI-AAAP-0007 [Department of the Interior]; FAM-2015-02 [Department of Commerce]).

C.1. The USFS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 U.S.C. § 3103(18) and 7 U.S.C. § 3319. Indirect costs may be used to satisfy USFS cost sharing requirements of at least a minimum of 20% of total project costs. It is recommended that cost-sharing is greater than 20% in accordance with the Forest Service Handbook FSH1509.11, Chapter 70.

C.2. For NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 704 of Pub. L. 114-113.

C.3. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification (i.e., project award) to the Agreement.

ARTICLE VI. PRIOR APPROVAL

ARTICLE VI. is hereby amended and restated in its entirety as follows:

Prior approvals are in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

A.0. Section A. is hereby amended and restated in its entirety as follows:

A. Reports in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works) establish uniform reporting procedures for financial and technical reporting.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

ARTICLE VIII. is hereby amended and restated in its entirety as follows:

Property utilization and disposition is in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

ARTICLE IX. TERMINATION

ARTICLE IX. is hereby amended and restated in its entirety as follows:

Termination of this Agreement is in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works). Any party to this Agreement may terminate its participation by delivery of ninety (90) days advance written notice to each of the Federal Agencies and the Host University.

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES

The following authorizing signatures are attached to this Amendment:

- U.S. DEPARTMENT OF THE INTERIOR
- A. Bureau of Land Management
- B. U.S. Geological Survey-Biological Resources Division
- C. National Park Service
- D. U.S. Fish and Wildlife Service
- E. Bureau of Indian Affairs

U.S. DEPARTMENT OF AGRICULTURE

- F. Natural Resources Conservation Service
- G. U.S. Forest Service
- H. Farm Service Agency

U.S. DEPARTMENT OF DEFENSE

- I. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment
- J. U.S. Army Corps of Engineers Civil Works

- K. THE CURATORS OF THE UNIVERSITY OF MISSOURI (HOST)
- L. Drake University
- M. Indiana University
- N. Iowa State University
- O. Lincoln University
- P. Southern Illinois University
- Q. Missouri State University
- R. University of Illinois
- S. University of Iowa
- T. University of Kansas
- U. University of Minnesota
- V. National Audubon Society, Inc. dba Audubon Missouri
- W. National Audubon Society, Inc. dba Audubon Minnesota
- X. Conservation Federation of Missouri
- Y. Missouri Botanical Garden
- Z. National Mississippi River Museum and Aquarium
- AA. St. Mary's University of Minnesota
- BB. University of Notre Dame
- CC. Winona State University
- DD. National Great Rivers Research and Education Center
- EE. University of Memphis
- FF. Southeast Missouri State University
- GG. Saint Louis University
- HH. Southern Illinois University Edwardsville

A. Bureau of Land Management

Mourtsen

Karen Mouritsen State Director Eastern States Office

Date

Brandon Riley U Grants Management Officer

7/18/2017 Date

Great Rivers CESU 2013-2018, Amendment Four, BIA SIUE

B. U.S. Geological Survey

heat Sherri Ly Bredesen Contracting Officer

Great Rivers CESU 2013-2018, Amendment Four, BIA SIUE

,

C. National Park Service

Nancy Finle

Associate Regional Director, NRSS

11-20-17 Date

D. U.S. Fish and Wildlife Service



John E. Stokes Chief, Contracting and General Services Division Region 3

Grayson Rentz Grants Management Specialist 07/11/2017 Date

E. Bureau of Indian Affairs

Directo Bureau-Affairs an U.S. Department of the Interior

BRIAN Digitally signed by BRIAN SCHOELLKOPF Date: 2018.05.30 06:03:07 -04'00'

Jo Ann Metcalfe Grants Management Specialist Date

F. Natural Resources Conservation Service

RAFACL J. GUCRRCRO RAFAEL GUERRERO

RAFAEL GUERŘERO Acting Deputy Chief for Science and Technology 08/31/2017 Date

G. U.S Forest Service

Mison

David Garrison Grants and Agreements Specialist Northern Research Station

10/17 Date

H. Farm Service Agency

minord

Joy Harwood Director, Economic and Policy Analysis Staff

....

<u>/0/26/1</u>7 Date

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



Alison A. Dalsimer Director, DoD Natural Resources Program Date

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

WHITTEN.CHELSEA.M. 1139493768

Chelsea Whitten Lead Contract Specialist ERDC Contracting Office Digitally signed by WHITTEN.CHELSEA.M.1139493768 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=WHITTEN.CHELSEA.M.1139493768 Date: 2017.07.12 16:18:36 -05'00'

Date

K. The Curators of the University of Missouri (HOST)

Withelle Legton

Michelle L. Leaton Assistant Pre-Award Manager & Authorized Signer 00043206 10/19/2017 Date

L. Drake University

la_

Mary Pat Wohlford, Ph.D. Director, Sponsored Programs and Grants Management

 $\frac{7/31}{17}$

M. Indiana University

Stuph A. Wolfe

Stephen A. Wolter Executive Director, Eppley Institute for Parks and Public Lands

07/17/2017

Date

Trisha Adams Assistant Director of Research Contracting

8/29/17

Date

N. Iowa State University

Elas

Tammy Polaski Associate Director Office of Sponsored Programs Administration

7 Date

O. Lincoln University

Malaul Mm her

Interim President

09/14/17 Date

έ.,

P. Southern Illinois University

Sonjie Schwarty 7-14-17 Sonjie Schwartz, Associate Director, Office

Sonjie Schwartz, Associate Director, Office of Sponsored Projects Administration for Randy J. Dunn, President, Southern Illinois University

<u>7-14-17</u> Date

Great Rivers CESU 2013-2018, Amendment Four, BIA SIUE

Q. Missouri State University

Dr. James Baker Vice President, Research and Economic Development

7-25-17

Date

R. The Board of Trustees of the University of Illinois

Avijit Ghosh Interim Comptroller

9/21/17 Date

S University of Iowa

Wendy Beaver

7/27/2017

Date

Executive Director Division of Sponsored Programs Sponsored Programs, University of Iowa, 2 Gilmore Hall, Iowa City, IA 522

T. University of Kansas

Licia M. Readly

Alicia M. Reed Interim Assistant Vice Chancellor Office of Research

<u>Sept. 7, 2017</u> Date

U. University of Minnesota

Kevin McKoskey Director Office of Sponsored Projects Administration

18/17 Date

V. National Audubon Society, Inc. dba Audubon Center at Riverlands

Ken Brechhole

Ken Bucholz Director, Audubon Center at Riverlands

7-31-17 Date

W. National Audubon Society, Inc. dba Audubon Minnesota

eton

Executive Director

 $\left| \right\rangle$ Date

Great Rivers CESU 2013-2018, Amendment Four, BIA SIUE

X. Conservation Federation of Missouri

Brandon Butler Executive Director

7-17-17 Date

Great Rivers CESU 2013-2018, Amendment Four, BIA SIUE

Page 33 of 43

Y. Missouri Botanical Garden

Shel

Dr. James S. Miller Senior Vice President, Science and Conservation

<u>31 Jaky 2017</u> Date

Z. National Mississippi River Museum and Aquarium

Wagnee

Márk D. Wagner Director of Education

Great Rivers CESU 2013-2018, Amendment Four, BIA SIUE

Page 35 of 43

AA. St. Mary's University of Minnesota

Mung

Benjamin Murray Vice President for Financial Affairs

07/25/2017 Date

BB. University of Notre Dame

CALLER

Greg Luttrell Director, Research Contracts 07/14/2017 Date

CC. Winona State University

Charla S. Miertschin Charla S. Miertschin

Dean, College of Science and Engineering

_07/31/17___ Date

DD. National Great Rivers Research and Education Center

Dale T. Chapman, EdD President, Lewis and Clark Community College Chair, National Great Rivers Research and Education Center

7-14-17 Date

EE. University of Memphis

Andrew Meyers Vice President, Research and Sponsored Programs

7/31/17

Great Rivers CESU 2013-2018, Amendment Four, BIA SIUE

FF. Southeast Missouri State University

Mangels athy M. Mangels

Vice President Finance and Administration

1/19/17

GG. Saint Louis University

Kevin S. Leslie Digitally signed by Kevin S. Leslie DN: cn=Kevin S. Leslie, email=kleslie4@slu.edu, o=Saint Louis University Date: 2017.07.28 16:54:20 -05'00'

J<u>uly 28, 20</u>17 Date

Kevin S. Leslie, JD Assistant Director, OSPA

HH. Southern Illinois University Edwardsville

en, B. Weinherg

Jerry B. Weinberg, Associate Provost for Research and Dean of the Graduate School for Randall Pembrook, Chancellor

7<u>/6</u>17 Date