GULF COAST
COOPERATIVE ECOSYSTEM STUDIES UNIT

COOPERATIVE and JOINT
VENTURE AGREEMENT

between

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

U.S. DEPARTMENT OF AGRICULTURE
U.S. Forest Service
National Resources Conservation Service

U.S. DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration

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
Defense POW/MIA Accounting Agency

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

and

TEXAS A&M UNIVERSITY SYSTEM (HOST)
Texas A&M AgriLife Research – Texas A&M Natural Resources Institute (lead)
Texas A&M AgriLife Extension
Texas A&M Engineering Experiment Station
Texas A&M University–College Station
Texas A&M University–Corpus Christi
Texas A&M University at Galveston
Texas A&M University–Kingsville
Texas A&M University–San Antonio
Tarleton State University
Alcorn State University
Arkansas State University
Auburn University
Columbus State University
Eckerd College
Florida State University
Houston Advanced Research Center
Jackson State University
Lamar University
Louisiana State University
Louisiana State University Agricultural Center
Mississippi State University
New College of Florida
Nicholls State University
Saint Edward’s University
Sam Houston State University
Southern University and A&M College
Stephen F. Austin State University
Sul Ross State University
Troy University
Tulane University
University of Alabama
University of Arkansas at Monticello
University of Arkansas at Pine Bluff
University of Arkansas, Division of Agriculture
University of Florida
University of Georgia Research Foundation, Inc.
University of Louisiana at Lafayette
University of Louisiana at Monroe
University of Mississippi
University of New Orleans
University of South Alabama
University of South Florida
University of Southern Mississippi
University of Texas at Austin
University of Texas Rio Grande Valley
University of Texas at Tyler
The University of West Alabama
University of West Florida
Valdosta State University
Florida Fish and Wildlife Conservation Commission
Louisiana Department of Wildlife and Fisheries
Mississippi Department of Archives and History
Bat Conservation International
Dauphin Island Sea Lab
Ducks Unlimited, Inc.
Gulf Coast Bird Observatory
The Longleaf Alliance
Quest Foundation [dissolved]
The Nature Conservancy–Texas
Three Rivers Resource Conservation and Development Council, Inc.
White Buffalo, Inc.
Wildlands Conservation, Inc.
ARTICLE I. BACKGROUND AND OBJECTIVES

A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Indian Affairs, Bureau of Land Management, Bureau of Ocean Energy Management, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, U.S. Forest Service, Natural Resources Conservation Service, National Oceanic and Atmospheric Administration, Office of the Assistant Secretary of Defense for Energy, Installations, and Environment, U.S. Army Corps of Engineers–Civil Works, Defense POW/MIA Accounting Agency, and National Aeronautics and Space Administration (hereinafter called Federal Agencies) and the Texas A&M University System (Host University) and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Gulf Coast Cooperative Ecosystem Studies Unit (CESU). This continuation of the Gulf Coast 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 Gulf Coast CESU is associated with a national network of CESUs.

B. The objectives of the Gulf Coast 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 Gulf Coast CESU to assist in providing research, technical assistance and education.

E. Bureau of Ocean Energy Management. The Bureau of Ocean Energy Management (hereinafter called BOEM) oversees the exploration and development of oil, natural gas and other minerals and renewable energy alternatives on the Nation's outer continental shelf. BOEM continues to look for better ways to serve the American people and to ensure that the Nation receives the best value for its resources now and into the future. The program not only supports decisions made within the Department of the Interior, but also provides other Federal regulators, and the coastal states, and local governments with the information necessary to ensure that all stages of offshore energy and mineral activities are conducted in a manner to protect both the human and natural environments. Outer Continental Shelf Lands Act (OCSLA) (43 U.S.C. §§ 1331-1356) Section 1346 mandates the conduct of environmental and socioeconomic studies needed for the assessment and
management of environmental impacts on the human, marine, and coastal environments which may be affected by oil and gas, renewable energy or mineral development. OCSLA Section 1345 authorizes the use of cooperative agreements with affected States to meet the requirements of OCSLA, including sharing of information, joint utilization of available expertise, formation of joint monitoring arrangements to carry out applicable Federal and State laws, regulations, and stipulations relevant to outer continental shelf operations both onshore and offshore. BOEM can enter into cooperative agreements with State offices, and public colleges and universities within the affected states; and is thereby authorized to enter into this cooperative agreement to continue the Gulf Coast CESU to assist in providing research, technical assistance, and education.

F. **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 Gulf Coast CESU.

G. **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 Gulf Coast CESU to assist in providing research, technical assistance, and education.

H. **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 Gulf Coast 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 Gulf Coast 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. NRCS scientists and technical specialists identify appropriate technologies in research, development, and transfer them to field staff for recommending the technologies to America’s farmers and ranchers. Under 7 U.S.C. 6962a, 16 U.S.C. 590a-q, 42 U.S.C. 3271-3274, and 16 U.S.C. 3839aa et seq., NRCS is authorized to enter into this cooperative agreement to continue the Gulf Coast CESU to assist in providing research, studies, technical assistance, and educational services consistent with the mission of the NRCS and the CESU Network.

K. National Oceanic and Atmospheric Administration. The mission of the National Oceanic and Atmospheric Administration (hereinafter called NOAA) is to understand and predict changes in the Earth’s environment and conserve and manage coastal and marine resources to meet our Nation’s economic, social, and environmental needs. Authorities to participate in and conduct activities through the Cooperative Ecosystem Studies Units Network include 33 U.S.C. 883e, which gives NOAA the authority to enter into cooperative agreements with States, Federal Agencies, public or private organizations or individuals for authorized surveys or investigations and other specified purposes. In addition, under 16 U.S.C. 661, NOAA has the authority to provide assistance to, and cooperate with, Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat, in controlling losses of the same from disease or other causes, in minimizing damages from overabundant species, among other things. NOAA also has the authority under 15 U.S.C. 2901 et seq., to enter into contracts, grants, or cooperative agreements for climate-related activities. Finally, the Coastal Zone Management Act at 16 U.S.C. 1451 et seq., grants NOAA the authority to coordinate with Federal Agencies and provide financial and technical assistance to states and territories to preserve, protect, develop, and where possible, to restore or enhance, the resources of the Nation's coastal zone for this and succeeding generations, among other things. In accordance with the authorities listed above, NOAA is authorized to enter into this cooperative agreement
continuing the Gulf Coast CESU to assist in providing research, technical assistance, and educational services

L. 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 25 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 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 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 Gulf Coast CESU.

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 Gulf Coast CESU.

N. **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 Gulf Coast CESU in furtherance of collaborative research, technical assistance, and education.

O. **National Aeronautics and Space Administration.** The National Aeronautics and Space Administration (hereinafter called NASA) has among its missions the utilization of aeronautical and space activities for scientific purposes, encompassing research designed to expand knowledge of the Earth, its resources, and the effects of climatic change on the transformation of its ecological systems. In addition, NASA is responsible for the environmental stewardship of the land, water, and wildlife resources under its control. In accordance with 51 U.S.C. § 20113 (e) of the National Aeronautics and Space Act of 1958 (51 U.S.C. § 20101 et seq.), NASA is authorized to enter into this cooperative agreement to continue the Gulf Coast CESU to assist in providing research, technical assistance, and education.

P. **Host University.** The Texas A&M University System (TAMUS) (hereinafter called Host University) participates in the Gulf Coast CESU. The following TAMUS institutions and agencies are participants under this Cooperative and Joint Venture Agreement: Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, Texas A&M Engineering Experiment Station, Texas A&M University–College
Station, Texas A&M University–Corpus Christi, Texas A&M University at Galveston, Texas A&M University–Kingsville, Texas A&M University–San Antonio, and Tarleton State University, Texas A&M AgriLife Research, through the Texas A&M Natural Resources Institute (NRI), will serve as the administrative lead on behalf of the Texas A&M University System. Texas A&M AgriLife Research is dedicated to the discovery, development, communication, and application of knowledge in a wide range of academic and professional fields. Its mission of providing the highest quality undergraduate and graduate programs is inseparable from its mission of developing new understandings through research and creativity. It prepares students to assume roles of leadership, responsibility, and service to society. It welcomes and seeks to serve persons of all racial, ethnic, and geographic groups, women and men alike, as it addresses the needs of an increasingly diverse population and a global economy. NRI is an organizational component of the Agricultural Program of the Texas A&M University System. Its purpose is to coordinate, strengthen, and integrate inter- and multi-disciplinary approaches to renewable natural resource issues by providing a forum for quality research, teaching, and extension programs to explore the structure, function, and sustainable use of renewable natural resources in Texas, the nation, and the world. NRI has been administrative lead for the Gulf Coast CESU since its inception.

Q. Partner Institutions. The partner institutions to the Host University include Alcorn State University, Arkansas State University, Auburn University, Columbus State University, Eckerd College, Florida State University, Houston Advanced Research Center, Jackson State University, Lamar University, Louisiana State University, Louisiana State University Agricultural Center, Mississippi State University, New College of Florida, Nicholls State University, Saint Edward's University, Sam Houston State University, Southern University and A&M College, Stephen F. Austin State University, Sul Ross State University, Troy University, Tulane University, University of Alabama, University of Arkansas at Monticello, University of Arkansas at Pine Bluff, University of Arkansas, Division of Agriculture, University of Florida, University of Georgia Research Foundation, Inc., University of Louisiana at Lafayette, University of Louisiana at Monroe, University of Mississippi, University of New Orleans, University of South Alabama, University of South Florida, University of Southern Mississippi, University of Texas at Austin, University of Texas Rio Grande Valley, University of Texas at Tyler, The University of West Alabama, University of West Florida, Valdosta State University, Florida Fish and Wildlife Conservation Commission, Louisiana Department of Wildlife and Fisheries, Mississippi Department of Archives and History, Bat Conservation International, Dauphin Island Sea Lab, Ducks Unlimited, Inc., Gulf Coast Bird Observatory, The Longleaf Alliance, Quest Foundation, The Nature Conservancy–Texas, Three Rivers Resource Conservation and Development Council, Inc., White Buffalo, Inc., and Wildlands Conservation, Inc. (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 Gulf Coast 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 Gulf Coast 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 Gulf Coast CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Gulf Coast CESU objectives;

3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Gulf Coast CESU objectives, as appropriate;

4. Provide basic administrative and clerical support as appropriate;

5. Provide access for Gulf Coast 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 Gulf Coast CESU;

9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and

10. Maintain a Gulf Coast 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 Gulf Coast 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 Gulf Coast 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 Gulf Coast CESU.
D. All Federal Agencies, the Host University and Partner Institutions agree to:

1. Maintain the Gulf Coast 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 Gulf Coast CESU role and mission statement;

3. Operate under a multi-year strategic plan;

4. Issue individual funding documents, in accordance with each agency’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. 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 02 August 2022. This Agreement shall be effective for all signatory parties for a period of five (5) years from the effective date. Parties will have until 02 August 2022 to sign this Agreement and thereby express their intent to continue participation in the Gulf Coast CESU. Parties that do not sign this Agreement by 02 August 2022 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 Gulf Coast 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 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 Federal Agencies are as follows:

1. Bureau of Indian Affairs
   
   **Technical Representative(s)**
   
   Crystal Keys
   Acting Climate Resilience Coordinator
   Bureau of Indian Affairs
   Southern Plains Region Regional Office
   PO Box 368
   Anadarko, OK 73005
   Phone: (405) 247-1549
   crystal.keys@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)**
   
   Anthony D. Bobo, Jr.
   Deputy State Director
   BLM Eastern States
   5275 Leesburg Pike
   Falls Church, VA 22041
   Phone: (703) 558-7723
   a1bobo@blm.gov

   **Administrative Representative(s)**
   
   Patricia Glass
   Bureau Grant Management Specialist
   BLM Headquarters, HQ-720
   760 Horizon Drive
   Grand Junction, CO 81506
   Phone: (801) 539-4194
   pglass@blm.gov
3. **Bureau of Ocean Energy Management**

   *Technical Representative(s)*

   Melanie Damour
   Marine Archaeologist and Supervisor Studies Plan Coordination Unit
   Bureau of Ocean Energy Management
   1201 Elmwood Park Blvd
   New Orleans, LA 70123
   Phone: (504) 736-2783
   melanie.damour@boem.gov

   Jennifer Ewald
   Science Communication Outreach Liaison
   Division of Environmental Sciences
   Bureau of Ocean Energy Management
   45600 Woodland Road (VAM-OEP)
   Sterling, VA 20166
   Phone: (571) 294-8780
   jennifer.ewald@boem.gov

   *Administrative Representative(s)*

   Briana Robinson
   Budget Analyst
   Office of Environmental Programs
   Bureau of Ocean Energy Management
   45600 Woodland Road, MS-VAM-OEP
   Sterling, VA 20166
   Phone: (703) 787-1754
   briana.robinson@boem.gov

4. **U.S. Fish and Wildlife Service**

   *Technical Representative(s)*

   Cesar Blanco
   Regional Aquatic Invasive Species Program Coordinator
   U.S. Fish and Wildlife Service
   Pacific Southwest Region

   2800 Cottage Way
   Sacramento, CA 95825
   Phone: (916) 978-7817
   Cesar_Blanco@fws.gov

   *Administrative Representative(s)*

   Anna-Marie York
   Grants Management Specialist
   Science Applications
   U.S. Fish and Wildlife Service
   5275 Leesburg Pike
   Falls Church, VA 22041
   Phone: (703) 358-1881
   anna-marie_york@fws.gov

5. **U.S. Geological Survey**

   *Technical Representative(s)*

   Lynn Copeland, Ph.D.
   Center Director
   Wetland and Aquatic Research Center
   U.S. Geological Survey
   700 Cajundome Blvd
   Lafayette, LA 70506
   Phone: (225) 337-3693
   lcopeland@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

6. **National Park Service**

   *Technical Representative(s)*

   Giselle Mora-Bourgeois, Ph.D.
   Gulf Coast CESU Research Coordinator
   Texas A&M University
Department of Recreation, Park and Tourism Sciences
600 John Kimbrough Blvd
College Station, TX 77843
Phone: (970) 641-2337 Ext 220
Mobile: (404) 293-4952
giselle_mora-bourgeois@nps.gov

Administrative Representative(s)
Steven Sponaugle
Chief of Contracting
Southeast Regional Office/Interior Region 2
National Park Service
100 Alabama Street SW
1924 Building
Atlanta, GA 30303
Phone: (404) 507-5749
steven_sponaugle@nps.gov

7. U.S. Forest Service

USFS Research and Development – Technical Representative(s)
Dana Roth
Assistant Station Director for Research
Southern Research Station
U.S. Forest Service
200 W.T. Weaver Blvd
Asheville, NC 28804-3454
Phone: (707) 562-8672
dana.roth@usda.gov

USFS Research and Development – Administrative Representative(s)
Beth Schulte
Grants Management Specialist
Southern Research Station
U.S. Forest Service
200 W.T. Weaver Blvd
Asheville, NC 28804-3454
Phone: (573) 821-3422
beth.a.schulte@usda.gov

USFS National Forest System – Technical Representative(s)
Donna Ray
Regional Wildlife Ecologist
Southern Region (R8)
U.S. Forest Service
1720 Peachtree Street NW
Atlanta, GA 30309
Phone: (404) 347-4084
donna.ray@usda.gov

USFS National Forest System – Administrative Representative(s)
Plez West
Grants and Agreements Specialist
USDA Forest Service
Southern Region (R8)
1720 Peachtree Street NW
Atlanta, GA 30309
Phone: (404) 347-2688
plez.west@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
Grants Management Specialist
Quality Assurance Branch 1
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. National Oceanic and Atmospheric Administration

Technical Representative(s)
Clay Porch, Ph.D.
Director, Southeast Fisheries Science Center
NOAA National Marine Fisheries Service
75 Virginia Beach Drive
Miami, FL, 33149
Phone: (305) 299-2451
clay.porch@noaa.gov

Administrative Representative(s)
Michael Liddel, Ph.D.
Chief, Commercial Fishery Statistics Branch
CESU Program Manager
Office of Science and Technology
NOAA National Marine Fisheries Service
1315 East-West Highway, Room 12441
Silver Spring, MD 20910-3282
Phone: (301) 427-8139
michael.liddel@noaa.gov

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

Technical Representative(s)
Marty Daniel
Chief, Natural Resources
Fort Rucker Army Base
2440 Andrews Ave
Fort Rucker, AL 36362
Phone: (334) 255-9363
marty.b.daniel.civ@army.mil

Elizabeth Galli-Noble
Senior Natural Resources Program Manager and DoD Legacy Resource Management Program Manager [OASD(EI&E)/ODASD(E&ER)]
4800 Mark Center Drive, Suite 16F16
Alexandria, VA 22350
Phone: (571) 372-8299
Mobile: (406) 581-8148
elizabeth.j.galli-noble.civ@mail.mil
elizabeth.galli-nobl@ag.tamu.edu

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

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

Technical Representative(s)
Jennifer Seiter-Moser
Acting Technical Director
Civil Engineering Programs
12. Defense POW/MIA Accounting Agency

**Technical Representative(s)**

G.R. (Rocky) Gillette  
Deputy Director, Partnerships and Innovation  
Department of Defense, POW/MIA Accounting Agency  
2300 Defense Pentagon  
Washington, DC 20301-2300

Phone: (703) 699-1191  
Mobile: (571) 286-0384  
george.r.gillette.civ@mail.mil

**Administrative Representative(s)**

Dr. Michael Dolski  
Historian, Partnerships and Innovation  
Department of Defense, POW/MIA Accounting Agency  
2300 Defense Pentagon  
Washington, DC 20301-2300  
Phone: (703) 699-1191  
Mobile: (571) 286-0384  
michael.r.dolski.civ@mail.mil

13. National Aeronautics and Space Administration

**Technical Representative(s)**

Tina Norwood  
NEPA Manager  
Environmental Management Division  
National Aeronautics and Space Administration  
300 E Street SW, Suite 2U82  
Washington, DC 20546  
Phone: (202) 358-7234  
tina.norwood@nasa.gov

B. The representatives for the Host University, Texas A&M University System, are:

**Technical Representative(s)**

Deborarh Danford  
Grant Administrator  
Texas A&M Natural Resources Institute  
Co-Director, Gulf Coast CESU  
Texas A&M AgriLife Research  
Texas A&M University  
578 John Kimbrough Blvd, 2260 TAMU  
College Station, TX 77843  
Phone: (979) 229-7734  
dedanford@ag.tamu.edu

Roel Lopez  
Director, Texas A&M Natural Resources Institute  
Co-Director, Gulf Coast CESU  
Texas A&M AgriLife Research  
Texas A&M University  
578 John Kimbrough Blvd, 2260 TAMU  
College Station, TX 77843  
Phone: (210) 277-0292 x100
C. The representatives for the Partner Institutions are as follows:

1. **Texas A&M AgriLife Extension**
   
   **Technical Representative(s)**
   
   Debborah Danford
   Grant Administrator
   Texas A&M Natural Resources Institute
   Texas A&M AgriLife Research
   Texas A&M University
   578 John Kimbrough Blvd, 2260 TAMU
   College Station, TX 77843
   Phone: (979) 229-7734
debbie.danford@ag.tamu.edu

   **Administrative Representative(s)**
   
   Julie Bishop
   Associate Executive Director
   Sponsored Research Services
   Texas A&M University
   400 Harvey Mitchell Pkwy, Ste 300
   College Station, TX 77845
   Phone: (979) 458-8760
   jbishop@tamu.edu

2. **Texas A&M Engineering Experiment Station**
   
   **Technical Representative(s)**
   
   Dimitri Lagoudas
   Associate Vice Chancellor for Engineering Research
   Deputy Director, Texas A&M Engineering Experiment Station
   Texas A&M University
   701 H.R. Bright Bldg

   **Administrative Representative(s)**
   
   Crissy Stratta
   Associate Executive Director
   Sponsored Research Services
   Texas A&M University
   400 Harvey Mitchell Pkwy, Ste 300
   College Station, TX 77845
   Phone: (979) 458-8452
   cstratta@tamu.edu

3. **Texas A&M University–College Station**
   
   **Technical Representative(s)**
   
   Katherine Kissmann
   Director of Research Contracts
   Research Administration
   Division of Research
   1112 TAMU
   Texas A&M University
   College Station, TX, 77843
   Phone: (979) 458-8176
   kkissmann@tamu.edu

   **Administrative Representative(s)**
   
   Crissy Stratta
   Associate Executive Director
   Sponsored Research Services
   Texas A&M University
   400 Harvey Mitchell Pkwy, Ste 300
   College Station, TX 77845
   Phone: (979) 458-8452
   cstratta@tamu.edu
4. Texas A&M University–Corpus Christi

Technical Representative(s)
Loretta Battaglia
Director, Center for Coastal Studies
Texas A&M University–Corpus Christi
6300 Ocean Drive, Unit 5866
Corpus Christi, TX 78412
Phone: (361) 825-2768
loretta.battaglia@tamucc.edu

Administrative Representative(s)
Julie Bishop
Associate Executive Director
Sponsored Research Services
Texas A&M University
400 Harvey Mitchell Pkwy, Ste 300
College Station, TX 77845
Phone: (979) 458-8760
jbishop@tamu.edu

5. Texas A&M University at Galveston

Technical Representative(s)
Antonietta Quigg
Senior Associate Vice President for Research and Graduate Studies
Ocean and Coastal Studies Bldg 261
Texas A&M University at Galveston
200 Seawolf Parkway
Galveston, TX 77554
Phone: (409) 740-4990
quigga@tamug.edu

Administrative Representative(s)
Crissy Stratta
Associate Executive Director
Sponsored Research Services
Texas A&M University
400 Harvey Mitchell Pkwy, Ste 300
College Station, TX 77845
Phone: (979) 458-8452
cstratta@tamu.edu

6. Texas A&M University–Kingsville

Technical Representative(s)
William Kuvlesk
Assistant Dean
College of Agriculture, Natural Resources and Human Sciences
Texas A&M University–Kingsville
700 University Blvd, MSC 218
Kingsville, TX 78363
Phone: (361) 593-3973
William.Kuvlesky@tamuk.edu

Administrative Representative(s):
Diana Polendo Luna, MBA
Director, Contracts and Grants
Office of Research and Graduate Studies
Texas A&M University–Kingsville
700 University Blvd, MSC 201
Kingsville, TX 78363
Phone: (361) 593-3480
Diana.Luna@tamuk.edu

7. Texas A&M University–San Antonio

Technical Representative(s)
Dr. Mohamed Abdelrahman
Provost and Senior Vice President for Academic Affairs
Office of the Provost
CAB Room 435B
Texas A&M University–San Antonio
One University Way
San Antonio, TX 78224
Phone: (210) 784-1201
mohamed.abdelrahman@tamusa.edu

Administrative Representative(s)
Patricia Zibluk
Director, Research and Sponsored Programs
8. Tarleton State University

*Technical Representative(s)*

Ali Saleh, Ph.D.
Director, Texas Institute for Applied Environmental Research
Tarleton State University
1333 W Washington
Stephenville, TX 76402
Phone: 254-968-9799
saleh@tarleton.edu

*Administrative Representative(s)*

Julie Bishop
Associate Executive Director
Sponsored Research Services
Texas A&M University
400 Harvey Mitchell Pkwy, Ste 300
College Station, TX 77845
Phone: (979) 458-8760
jbishop@tamu.edu

9. Alcorn State University

*Technical Representative(s)*

Keerthi Mandyam, Ph.D.
Associate Professor
Department of Agriculture
Director, Mississippi River Research Center
204E Morris Botkin Bldg
Alcorn State University
1000 ASU Drive
Lorman, MS 39096
Phone: (601) 877-6540
keerthi@alcorn.edu

*Administrative Representative(s):*

Alfred Galtney, J.D.
Director, Office of Research and Sponsored Programs
Bowles Hall 219
Alcorn State University
1000 ASU Drive, #210
Lorman, MS 39096-7500
Phone: (601) 877-6164
agaltney@alcorn.edu

10. Arkansas State University

*Technical Representative(s)*

Jennifer Bouldin
Associate Dean and Professor of Environmental Biology
Lab Science West 552
Arkansas State University
501 Iroquois Street
State University, AR 72467
Phone: (870) 972-2570
jbouldin@astate.edu

*Administrative Representative(s):*

Latonya Tidwell
Director of Contracts and Agreements
Office of Research and Technology Transfer
Dean B. Ellis Library
Arkansas State University
322 University Loop West Circle
Jonesboro, AR 72401
Phone: (870) 972-2694
ltidwell@astate.edu

11. Auburn University

*Technical Representative(s)*

Graeme Lockaby
Clinton McClure Professor and Director, Center for Environmental Studies at the Urban-Rural Interface (CESURI)
College of Forestry, Wildlife and Environment
3301 FWS Building
Auburn University
602 Duncan Drive
Auburn, AL 36849
Phone: (334) 844-1054
lockabg@auburn.edu

Daowei Zhang
Associate Dean of Research and
George W. Peake Professor, Forest Economics
College of Forestry, Wildlife and Environment
3301 FWS Building
Auburn University
602 Duncan Drive
Auburn, AL 36849
Phone: (334) 844-1067
zhangd1@auburn.edu

Administrative Representative(s)
Gene Taylor
Director
Office of Sponsored Programs
Research and Innovation Center
Auburn University
540 Devall Drive, Suite 200
Auburn, AL 36832
Phone: (334) 844-4438
taylol2@auburn.edu

12. Columbus State University

Technical Representative(s)
Julie Ballenger
Professor, Biology
Jordan Hall 333
Columbus State University
4225 University Avenue
Columbus, GA 31907
Phone: (706) 569-3015
ballenger_julie@columbusstate.edu

Administrative Representative(s)
Laneika Musalini
Director, Office of Sponsored Programs

13. Eckerd College

Technical Representative(s)
Paul Hindsley
Professor, Environmental Studies
Eckerd College
4200 54th Avenue South
St. Petersburg, FL 33711
Phone: (727) 864-7722
hindslpr@eckerd.edu

Administrative Representative(s)
Anna Ruth
Director of Grant Development
Eckerd College
4200 54th Avenue South
St. Petersburg, FL 33711
Phone: (727) 864-7966
Fax: (727) 864-8423
ruthar@eckerd.edu

14. Florida State University

Technical Representative(s)
Eric Chassignet
Director, Center for Ocean-Atmospheric Prediction Studies
Department of Earth, Ocean and Atmospheric Science
Florida State University
Building A, Suite 292
2000 Levy Avenue
Tallahassee, FL 32306-2741
Phone: (850) 645-7288
echassignet@coaps.fsu.edu

Administrative Representative(s):
Pamela Ray
Senior Director
Sponsored Research Administration
Office of Research
Florida State University
3012 Westcott North
Tallahassee, FL 32306
Phone: (850) 644-8643
pray2@fsu.edu

15. Houston Advanced Research Center

**Technical Representative(s)**

John Hall
President and CEO
Houston Advanced Research Center
8801 Gosling Road
The Woodlands, TX 77381
Phone: (281) 364-6000
jhall@HARCresearch.org

**Administrative Representative(s)**

Robert Travis
Vice President of Business Operations
Houston Advanced Research Center
8801 Gosling Road
The Woodlands, TX 77381
Phone: (281) 364-6000
btravis@HARCresearch.org

16. Jackson State University

**Technical Representative(s)**

Robert Luckett, Ph.D.
Director, Margaret Walker Center
Jackson State University
1400 John R. Lynch Street
PO Box 17008
Jackson, MS 39217
Phone: (601) 979-3935
robert.luckett@jsums.edu

**Administrative Representative(s)**

Michael Gates, Ph.D.
Assistant Director
Sponsored Programs Unit
Office of Research and Economic Development
Jackson State University
1400 John R. Lynch Street
PO Box 17008
Jackson, MS 39217
Phone: (601) 979-2838
michael.e.gates@jsums.edu

17. Lamar University

**Technical Representative(s)**

Randall Terry
Department Chair and Associate Professor
Department of Biology
Lamar University
4400 MLK Blvd
PO Box 10009
Beaumont, TX 77710
Phone: (409) 880-8262
rgterry@lamar.edu

**Administrative Representative(s):**

Jerry Lin, Ph.D.
Associate Provost for Research and Sponsored Programs
Cherry Bldg 2211
Lamar University
4400 MLK Blvd
PO Box 10009
Beaumont, TX 77710
Phone: (409) 880-8761
Jerry.Lin@lamar.edu

18. Louisiana State University

**Technical Representative(s)**

Sam Bentley, Ph.D., PG
Vice President for Research and Economic Development Professor and Billy and Ann Harrison Chair in Sedimentary Geology
19. Louisiana State University
   Agricultural Center

   Technical Representative(s)
   Michael Salassi
   Program Leader for Plant and Animal Sciences
   Office of the Vice President for Agriculture
   Louisiana State University
   Agricultural Center
   104 Efferson Hall
   Baton Rouge, LA 70803
   Phone: (225) 578-2391
   MSalassi@agcenter.lsu.edu

   Administrative Representative(s):
   Wade Baumgartner
   Director, Sponsored Programs and Intellectual Property
   Louisiana State University
   Agricultural Center
   104 Efferson Hall
   Baton Rouge, LA 70803
   Phone: (255) 578-7742
   WBaumgartner@agcenter.lsu.edu

20. Mississippi State University

   Technical Representative(s)
   Wes Burger
   Dean, College of Forest Resources
   Director, Forest and Wildlife Research Center
   116 Thompson Hall
   Mississippi State University
   Mississippi State, MS 39762
   Phone: (662) 325-0868
   lwb6@msstate.edu

   Administrative Representative(s)
   Jonathan Tucker
   Director, Sponsored Programs
   433 McArthur Hall;
   Mississippi State University
   245 Barr Avenue
   Mississippi State, MS 39762
   Phone: (662) 325-1930
   jtucker@controller.msstate.edu

21. New College of Florida

   Technical Representative(s)
   Justin Miller
   Director, Office of Research Programs and Services
   Library 128
   New College of Florida
   5800 Bay Shore Road
   Sarasota, FL 34243
   Phone: (941) 487-4649
   jumiller@ncf.edu

   Administrative Representative(s)
   Justin Miller
   Director, Office of Research Programs and Services
   Library 128
   New College of Florida
   5800 Bay Shore Road
   Sarasota, FL 34243
   Phone: (941) 487-4649
   jumiller@ncf.edu
22. Nicholls State University
   
   **Technical Representative(s)**
   Debi Benoit
   Director, Office of Research and Sponsored Programs
   Nicholls State University
   PO Box 2083
   Thibodaux, LA 70310
   Phone: (985)-493-2563
   Fax: (985)-493-2530
   debi.benoit@nicholls.edu

23. Saint Edward’s University
   
   **Technical Representative(s)**
   Dr. Catherine Campbell
   Dean, School of Behavioral and Social Sciences
   St. Edward’s University
   3001 South Congress Avenue
   Austin, TX 78704-6489
   Phone: (512) 637-5613
   campbell@stedwards.edu

   **Administrative Representative(s)**
   Gloria White
   Director, Office of Sponsored Programs
   St. Edward's University
   3001 South Congress Avenue
   Austin, TX 78704-6489
   Phone: (512) 492-3149
   Fax: (512) 233-1682
   gloriaw@stedwards.edu

24. Sam Houston State University
   
   **Technical Representative(s)**
   Chad Hargrave
   Associate Provost of Research and Sponsored Programs
   Office of Research and Sponsored Programs
   Sam Houston State University
   2424 Sam Houston Ave, Ste B8
   Huntsville, TX 77340
   Phone: (936) 294-1538
   cwhargrave@shsu.edu

   **Administrative Representative(s)**
   Clayton Cottle
   Director, Office of Research and Sponsored Programs
   Sam Houston State University
   2424 Sam Houston Ave, Ste B8
   Huntsville, TX 77340
   Phone: (936) 294-3119
   cottle@shsu.edu

25. Southern University and A&M College
   
   **Technical Representative(s)**
   Zhu Ning
   James and Ruth Smith Endowed Professor and Department Chair
   Urban Forestry and Natural Resources
   Director, Research Institute for Air, Nutrient, Soil, Water, Ecosystem, and Remote Sensing
   Greenhouse/Headhouse Research Complex, Room 115A
   Phone: (225) 771-6292
   Zhu_Ning@subr.edu

   **Administrative Representative(s):**
   Michael Stubblefield
   Vice Chancellor for Research and Strategic Initiatives
   Office of Sponsored Research
   Southern University and A&M College
   730 Harding Blvd
   Baton Rouge, LA 70807
   Phone: (225) 771-3890
   Michael_Stubblefield@subr.edu

   Norma Frank
   Executive Director, Office of Sponsored Programs
26. Stephen F. Austin State University

Technical Representative(s)
Pat Stephens Williams
Professor, Human Dimensions, Communications, Education and Interpretation
Arthur Temple College of Forestry and Agriculture
Stephen F. Austin State University
419 East College Street
Nacogdoches, TX 75962
Phone: (936) 468-2196
stephensp@sfasu.edu

Administrative Representative(s)
Jennifer Hanlon
Assistant Director, Office of Research and Graduate Studies
Stephen F. Austin State University
1936 North Street
Nacogdoches, TX 75962
Phone: (936) 468-1805
hanlonjd@sfasu.edu

27. Sul Ross State University

Technical Representative(s)
Louis Harveson, Ph.D.
Dan Allen Hughes, Jr. Endowed Director
Borderlands Research Institute
Sul Ross State University
PO Box C-21
Alpine, TX 79832
Phone: (432) 837-8225
harveson@sulross.edu

28. Troy University

Technical Representative(s)
Siegfried Harden, Ph.D.
Associate Professor and Divisional Chair
Department of Biological and Environmental Sciences
Troy University
Troy, AL 36082
Phone: (334) 670-3401
sbharden@troy.edu

Administrative Representative(s)
Leigh Ann Paramore
Director, Office of Sponsored Programs
Troy University
Troy, AL 36082
Phone: (334) 808-6161
paramore@troy.edu

29. Tulane University

Technical Representative(s)
Joshua Lewis, Ph.D.
Research Associate Professor
ByWater Institute
627 Lindy Boggs Center
Tulane University
6823 St. Charles Avenue
New Orleans, LA 70118
Phone: (504) 314-7809
jlewis9@tulane.edu

Administrative Representative(s)
Kathleen Kozar  
Director, Sponsored Projects Administration  
Tulane University  
1430 Tulane Avenue  
Box 8315  
New Orleans, LA 70112  
Phone: (504) 314-7863  
kkozar@tulane.edu

University of Alabama  
Technical Representative(s)  
Russell J. Mumper, Ph.D.  
Vice President for Research and Economic Development  
152 Rose Administration  
Box 870117  
The University of Alabama  
Tuscaloosa, AL 35487  
Phone: (205) 348-4566  
mumper@ua.edu

Administrative Representative(s)  
Lauren Wilson, J.D.  
Assistant Vice President for Research Agreements and Commercialization  
166 Rose Administration  
The University of Alabama  
Tuscaloosa, AL 35487  
Phone: (205) 348-5433  
lawilson64@ua.edu

University of Arkansas at Monticello  
Technical Representative(s)  
Robert Ficklin  
Professor and Associate Dean of Academics, Sturgis Endowed Chair of Forest Biology  
College of Forestry, Agriculture, and Natural Resources  
University of Arkansas at Monticello  
346 University Drive

Monticello, AR 71656  
Phone: (870) 460-1692  
ficklin@uamont.edu

Administrative Representative(s)  
Crystal Halley  
Vice Chancellor for Academic Affairs  
Office of Academic Affairs  
University of Arkansas at Monticello  
346 University Drive  
Monticello, AR 71656  
Phone: (870) 460-1033  
halleyc@uamont.edu

Christy Pace  
Assistant to the Chancellor  
Office of the Chancellor  
University of Arkansas at Monticello  
346 University Drive  
Monticello, AR 71656  
Phone: (870) 460-1121  
pacec@uamont.edu

University of Arkansas at Pine Bluff  
Technical Representative(s)  
Michael Eggleton  
Associate Professor  
Department of Aquaculture and Fisheries  
Woodard Hall 220  
University of Arkansas at Pine Bluff  
1200 North University Drive  
Pine Bluff, AR 71601  
Phone: (870) 575-8100  
eggletonm@uapb.edu

Administrative Representative(s)  
Ebo Tei  
Director, Office of Research and Sponsor Programs  
University of Arkansas at Pine Bluff  
1200 North University Drive  
Pine Bluff, AR 71601  
Phone: (870) 575-8750
33. University of Arkansas, Division of Agriculture

Technical Representative(s)
Jean-François Meullenet
Senior Associate Vice President for Ag. Research and Director, Agricultural Experiment Station
University of Arkansas System, Division of Agriculture
Don Tyson Center for Ag. Sciences
1371 West Altheimer Drive
Fayetteville, AR 72704
Phone: (479) 502-9800
jfmeull@uark.edu

Administrative Representative(s)
Mike Sisco
Associate Grants Officer
Division of Agriculture of the University of Arkansas
Agricultural Experiment Station
DTAS 179
1371 W Altheimer Drive
Fayetteville, AR 72704-6898
Phone: (479) 502-9829
msisco@uark.edu

34. University of Florida

Technical Representative(s)
John Davis
Senior Associate Dean for Research
Associate Director, Florida Agricultural Experiment Station
Institute of Food and Agricultural Sciences
McCarty Hall D, Suite G040
University of Florida
PO Box 110200
Gainesville, FL 32611-0200
jmdavis@ufl.edu

Administrative Representative(s)
Stephanie Gray
Assistant Vice President and Director
Division of Sponsored Programs
207 Grinter Hall
University of Florida
PO Box 115500
Gainesville, FL 32611-5500
Phone: (352) 392-9267
ufawards@ufl.edu

35. University of Georgia Research Foundation, Inc.

Technical Representative(s)
Nate Nibbelink
Associate Dean for Research
Professor, Spatial Ecology and Geographic Information Science
Warnell School of Forestry and Natural Resources
University of Georgia
180 E Green Street
Athens, GA 30602-2152
Phone: (706) 352-9294
nate2@uga.edu

Administrative Representative(s)
Jill Frazier Tincher
Executive Director, Sponsored Projects Administration
409 Tucker Hall
150 Paul D. Coverdell Center
University of Georgia
500 D.W. Brooks Drive
Athens, GA 30602
Phone: (706) 542-8808
Jill.Tincher@uga.edu

Eva Levi, Ph.D.
Program Coordinator
Warnell School of Forestry and Natural Resources
University of Georgia
180 E Green Street
36. University of Louisiana at Lafayette

**Technical Representative(s)**
Ramesh Kolluru
Vice President for Research, Innovation, and Economic Development
Office of Research and Sponsored Programs
Martin Hall, Suite 338
University of Louisiana at Lafayette
PO Box 43610
Lafayette, LA 70504-3610
Phone: (337) 482-5811
ramesh@louisiana.edu

**Administrative Representative(s)**
Erika Clark, CRA
Senior Pre-award Grants Specialist
Office of Research and Sponsored Programs
Martin Hall, Suite 338
University of Louisiana at Lafayette
PO Box 43610
Lafayette, LA 70504-3610
Phone: (337) 482-5811
erika.clark@louisiana.edu

37. University of Louisiana at Monroe

**Technical Representative(s)**
Kim Marie Tolson
Director
ULM Museum of Natural History
University of Louisiana at Monroe
700 University Avenue
Monroe, LA 71209
Phone: (318) 342-1805
Fax: (318) 342-1240
tolson@ulm.edu

38. University of Mississippi

**Technical Representative(s)**
Mickey McLaurin, MBA, CRA
Research Administration Advisor, Pre-Award
Office of Research and Sponsored Programs
100 Barr Hall
The University of Mississippi
PO Box 1848
University, MS 38677-1848
Phone: (662) 915-6531
mclaurin@olemiss.edu

**Administrative Representative(s)**
Josh Gladden
Vice Chancellor for Research and Sponsored Programs
Office of Research and Sponsored Programs
313 Lyceum
The University of Mississippi
PO Box 1848
University, MS 38677
Phone: (662) 915-7583
jgladden@olemiss.edu

39. University of New Orleans

**Technical Representative(s)**
Martin O’Connell
Associate Professor
Department of Earth and Environmental Sciences
University of New Orleans
Administrative Representative(s)
Carol Lunn, MBA
Assistant Vice President for Research and Economic Development
Office of Research
University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148
Phone: (504) 280-4032
moconnel@uno.edu

40. University of South Alabama
Technical Representative(s)
Philip J. Carr, Ph.D.
Chief Calvin McGhee Endowed Professor of Native American Studies
Department of Sociology, Anthropology and Social Work
University of South Alabama
5991 USA Drive North, Room 34
Mobile, AL 36688-0002
Phone: (251) 461-1948
pcarr@southalabama.edu

Administrative Representative(s)
Lynne Chronister
Vice President for Research and Economic Development
University of South Alabama
307 University Blvd, AD 200
Mobile, AL 36688-0002
Phone: (251) 460-6333
Fax: (251) 460-7955
lchronister@southalabama.edu

41. University of South Florida
Technical Representative(s)
Lori Collins
Research Associate Professor and Co-Director, Digital Heritage and Humanities Collection
USF Library, LIB 122
University of South Florida
4202 E Fowler Avenue
Tampa, FL 33620-5550
Phone: (813) 974-0613
lcollins@usf.edu

Administrative Representative(s)
Silvia Alvarez
Associate Director – Awards and Contracts
Division of Sponsored Research
University of South Florida
4019 E Fowler Avenue, Suite 100
Tampa, FL 33617
Phone: (813) 974-1089
silvias@usf.edu

42. University of Southern Mississippi
Technical Representative(s)
Marcia Landen
Associate Vice President for Research
Office of Research Administration
University of Southern Mississippi
118 College Drive, #5157
Hattiesburg, MS 39406-0001
Phone: (601) 266-4119
marcia.landen@usm.edu

Administrative Representative(s)
Kelly Lucas
Interim Vice President for Research
Office of Research Administration
University of Southern Mississippi
118 College Drive, #5116
Hattiesburg, MS 39406-0001
Phone: (601) 266-5116
kelly.lucas@usm.edu

43. University of Texas at Austin
Technical Representative(s)
Jay Banner
Professor, Department of Geological Sciences
Director, Environmental Science Institute
The University of Texas at Austin
2275 Speedway, C9000
Austin, TX 78712
Phone: (512) 471-5016
banner@jsg.utexas.edu

Administrative Representative(s)
Renee Gonzales, CRA
Assistant VP for Research and Director
Office of Sponsored Projects
Building 156, Suite 3.340, MC: A9000
The University of Texas at Austin
3925 West Braker Lane
Austin, TX 78759-5316
Phone: (512) 471-6424
rkgonzales@austin.utexas.edu
osp@austin.utexas.edu

45. University of Texas at Tyler
Technical Representative(s)
Lance Williams
Chair and Professor, Department of Biology
The University of Texas at Tyler
3900 University Blvd
Tyler, TX 75799-0001
Phone: (903) 565-5878
lwilliams@uttyler.edu

Administrative Representative(s)
Carla Reichard
Assistant Director
Office of Research, Scholarship, and Sponsored Programs
The University of Texas at Tyler
3900 University Blvd
Tyler, TX 75799-0001
Phone: (903) 565-5670
creichard@uttyler.edu

46. The University of West Alabama
Technical Representative(s)
Jeffery R. Merida, Ph.D.
Dean, College of Natural Sciences and Mathematics
Chairperson, Department of Biological and Environmental Sciences
Bibb Graves 101A
The University of West Alabama
Livingston, AL 35470
Phone: (205) 652-3771
jmerida@uwa.edu

Administrative Representative(s)
Rodney Granec  
Director, Office of Sponsored Programs and Research  
Webb Hall 201  
The University of West Alabama  
Livingston, AL 35470  
Phone: (205) 652-5392  
rgranec@uwa.edu

<table>
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<tr>
<th>University of West Florida</th>
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<tr>
<td><strong>Technical Representative(s)</strong></td>
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</tbody>
</table>
| Elizabeth Benchley  
Director, Division of Anthropology and Archaeology and the Archaeology Institute  
University of West Florida  
11000 University Pkwy  
Pensacola, FL 32514  
Phone: (850) 857-6317  
ebenchle@uwf.edu

<table>
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<tr>
<th>Administrative Representative(s)</th>
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</table>
| Matthew Schwartz  
Associate Vice President of Research Administration and Engagement  
University of West Florida  
11000 University Pkwy  
Pensacola, FL 32514  
Phone: (850) 474.3455  
mschwartz@uwf.edu

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<th>Valdosta State University</th>
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<td><strong>Technical Representative(s)</strong></td>
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</table>
| J. Mitchell Lockhart  
Professor  
Department of Biology  
Valdosta State University  
1500 North Patterson Street  
Valdosta, GA 31698  
Phone: (229) 333-5767  
jmlockha@valdosta.edu

<table>
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<tr>
<th>Administrative Representative(s)</th>
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| Elizabeth (Ann) W. Olphie  
Director, Office of Sponsored Programs and Research Administration  
Valdosta State University  
1500 North Patterson Street  
Valdosta, GA 31698  
Phone: (229) 333-7837  
ewolphie@valdosta.edu

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<th>Florida Fish and Wildlife Conservation Commission</th>
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<td><strong>Technical Representative(s)</strong></td>
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</table>
| René Baumstark  
Section Leader, Information Science and Management  
Fish and Wildlife Research Institute  
Florida Fish and Wildlife Conservation Commission  
100 8th Avenue SE  
St Petersburg, FL 33701  
Phone: (727) 896-8626  
Rene.Baumstark@myfwc.com

<table>
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<tr>
<th>Administrative Representative(s)</th>
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</table>
| Charlotte Jerrett  
CFO and Director  
Finance and Budget Office  
Florida Fish and Wildlife Conservation Commission  
1875 Orange Avenue East  
Tallahassee, FL 32311-6160  
Phone: (850) 488-6551  
Charlotte.Jerrett@myfwc.com

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<th>Louisiana Department of Wildlife and Fisheries</th>
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<td><strong>Technical Representative(s)</strong></td>
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</table>
| David C. Hayden, Jr., CWB  
Biologist Program Manager  
Operations/Minden, Pineville, and Lake Charles Regions

Gulf Coast CESU Agreement 2022-2027  
Page 34 of 128
Wildlife Division/Habitat Stewardship and Operations Branch
Louisiana Department of Wildlife and Fisheries
1995 Shreveport Hwy
Pineville, LA 71360
Phone: (318) 487-5885 ext 3411
dhayden@wlf.la.gov

Administrative Representative(s)
Bryan McClinton
LDWF Undersecretary and CFO
Office of Management and Finance
Louisiana Department of Wildlife and Fisheries
PO Box 98000
2000 Quail Drive
Baton Rouge, LA 70898
Phone: (225) 765-2800
bmccclinton@wlf.la.gov

51. Mississippi Department of Archives and History

Technical Representative(s)
Katie Blount
Director
Mississippi Department of Archives and History
200 North Street
Jackson, MS 39201
Phone: (601) 576-6850
Fax: (318) 342-1240
kblount@mdah.ms.gov

Administrative Representative(s)
Robert Benson
Deputy Director
Mississippi Department of Archives and History
200 North Street
Jackson, MS 39201
Phone: (601) 576-6850
rbenson@mdah.ms.gov

52. Bat Conservation International

Technical Representative(s)
Mylea Bayless
Chief of Strategic Partnerships
Bat Conservation International
500 N Capital of TX Hwy
Bldg 1, Suite 175
Austin, TX 78746
Phone: (512) 327-9721
mbayless@batcon.org

Administrative Representative(s)
Michael Nakamoto, MBA
Chief Operations Officer
Bat Conservation International
500 N Capital of TX Hwy
Bldg 1, Suite 175
Austin, TX 78746
Phone: (512) 327-9721
mnakamoto@batcon.org

53. Dauphin Island Sea Lab

Technical Representative(s)
John Valentine, Ph.D.
Executive Director
Dauphin Island Sea Lab
101 Bienville Boulevard
Dauphin Island, AL 36528
Phone: (251) 861-2141
jvalentine@disl.org

Administrative Representative(s)
David England
Director of Finance and Administration
Dauphin Island Sea Lab
101 Bienville Boulevard
Dauphin Island, AL 36528
Phone: (251) 861-2141
dengland@disl.org

54. Ducks Unlimited, Inc.

Technical Representative(s)
55. Gulf Coast Bird Observatory
   Technical Representative(s)
   Susan Heath, Ph.D.
   Director of Conservation Research
   Gulf Coast Bird Observatory
   299 Hwy 332 West
   Lake Jackson, TX 77566
   Phone: (979) 480-0999
   sheath@gcbo.org

   Administrative Representative(s)
   Tricia Patton
   Office Manager
   Gulf Coast Bird Observatory
   299 Hwy 332 West
   Lake Jackson, TX 77566
   Phone: (979) 480-0999
   tpatton@gcbo.org

56. The Longleaf Alliance
   Technical Representative(s)
   Carol Denhof
   President
   The Longleaf Alliance
   12130 Dixon Center Road
   Andalusia, AL 36420
   Phone: (334) 427-1029
   carol@longleafalliance.org

   Administrative Representative(s)
   Anne Rilling
   Vice President for Business Work
   The Longleaf Alliance
   12130 Dixon Center Road
   Andalusia, AL 36420
   Phone: (334) 427-1029
   Fax: (334) 427-1419
   anne@longleafalliance.org

57. Quest Foundation [dissolved]
   Technical Representative(s)
   James Valentine
   President
   Quest Foundation
   P.O. Box 3575
   Tallahassee, FL 32315
   Phone: (850) 997-4984
   questval@earthlink.net

58. The Nature Conservancy–Texas
   Technical Representative(s)
   Seth Blitch
   Coastal and Marine Conservation Director, Louisiana
   The Nature Conservancy
   721 Government Street, Suite 200
   Baton Rouge, LA 70802
   Phone: (225) 338-1040 ext 2010
   sblitch@tnc.org

   Administrative Representative(s)
   Rosanne M. Roegner
   Grant Specialist
   The Nature Conservancy
   200 East Grayson Street, Suite 202
   San Antonio, TX 78215
   Phone: (512) 538-5133
   rroegner@tnc.org

   Technical Representative(s)
   Steve Duncan
   President
ARTICLE V. AWARD

A. Upon signature of all parties to this Agreement, the CESU Network National Office shall administer support funding to the Gulf Coast 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 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., Northern 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, Southern Region – 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
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 Gulf Coast 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 Gulf Coast CESU will be agreed to and maintained by all Gulf Coast 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 Gulf Coast CESU and will:

1. Describe the Gulf Coast 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 Gulf Coast 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 Gulf Coast 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) 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.).
b) 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.

**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:

U.S. DEPARTMENT OF THE INTERIOR
A. Bureau of Indian Affairs
B. Bureau of Land Management
C. Bureau of Ocean Energy Management
D. U.S. Fish and Wildlife Service
E. U.S. Geological Survey
F. National Park Service

U.S. DEPARTMENT OF AGRICULTURE
G. U.S. Forest Service
H. Natural Resources Conservation Service

U.S. DEPARTMENT OF COMMERCE
I. National Oceanic and Atmospheric Administration

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

M. National Aeronautics and Space Administration

N. TEXAS A&M UNIVERSITY SYSTEM (HOST)
O. Texas A&M AgriLife Extension
P. Texas A&M Engineering Experiment Station
Q. Texas A&M University–College Station
R. Texas A&M University–Corpus Christi
S. Texas A&M University at Galveston
T. Texas A&M University–Kingsville
U. Texas A&M University–San Antonio
V. Tarleton State University
W. Alcorn State University
X. Arkansas State University
Y. Auburn University
Z. Columbus State University
AA. Eckerd College
BB. Florida State University
CC. Houston Advanced Research Center
DD. Jackson State University
EE. Lamar University
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<td>Three Rivers Resource Conservation and Development Council, Inc.</td>
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<td>WWW</td>
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</table>
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Indian Affairs

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

Jo Ann Metcalfe
Grant Officer

August 23, 2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Indian Affairs

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

JO METCALFE  
Digitally signed by JO METCALFE  
Date: 2022.07.26 13:51:03 -04'00'

Brian Schoellkopf  
Grants Management Specialist

Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. Bureau of Land Management

Mitchell Leverette
Director
BLM Eastern States

10/17/22

Melanie Beckstead
Bureau Grant Policy Analyst
BLM Eastern States
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. Bureau of Land Management

_________________________________________ Date
Mitchell Leverette
Director
BLM Eastern States

_________________________________________ Digitally signed by PATRICIA GLASS
Patricia Glass Date: 2022.08.01 11:49:28 -06'00'
Bureau Grant Management Specialist
BLM Eastern States
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. Bureau of Ocean Energy Management

Rodney E. Cluck
Chief, Division of Environmental Sciences

8/22/2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. U.S. Fish and Wildlife Service

ANNA-MARIE YORK

Digitally signed by ANNA-MARIE YORK
Date: 2022.07.26 11:55:03 -04'00'
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. U.S. Geological Survey

FAITH GRAVES

Digitally signed by FAITH GRAVES

Date: 2022.07.26
11:40:15 -04'00'

Faith D. Graves
Contracting Officer
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. National Park Service

LANCE HATTEN
Lance Hatten
Acting Regional Director
Interior Region 2, South Atlantic–Gulf

Digitally signed by LANCE HATTEN
Date: 2022.08.12 14:52:27 -04'00'

STEVEN SPONAUGLE
Steven Sponaugle
Chief of Contracting
Interior Region 2, South Atlantic–Gulf

Digitally signed by STEVEN SPONAUGLE
Date: 2022.08.05 13:15:57 -04'00'
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

G. U.S. Forest Service

Toral Patel-Weynand
Station Director
Southern Research Station

Ken Arney
Regional Forester
U.S. Forest Service, Southern Region

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

Kimberly Parks
Lead Grants Management Specialist
Southern Research Station

Fname Lname [TBD]
Grants Management Specialist
U.S. Forest Service, Southern Region
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. Natural Resources Conservation Service

LOUIS ASPEY Digitally signed by LOUIS
ASPEY Date: 2022.07.26 17:22:17
-04'00'

Louis Aspey
Associate Chief
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. National Oceanic and Atmospheric Administration

Cisco Werner
Digitally signed by Cisco Werner
Date: 2022.10.26
06:24:23 -07'00'

Cisco Werner
Director of Scientific Programs and Chief Science Advisor
National Oceanic and Atmospheric Administration CESU Lead

Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

GALLI- NOBLE.ELIZABETH.J.155329754

Digitally signed by GALLI- NOBLE.ELIZABETH.J.1553297547
7

Date: 2022.07.26 16:45:21 -04'00'

Elizabeth Galli-Noble
Senior DoD Natural Resources Program Manager and
DoD Legacy Resource Management Program Manager
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

WHITTEN.CHELSEA.M.1139493768

Digitally signed by
WHITTEN.CHELSEA.M.1139493768
Date: 2022.08.19 21:21:07 -05'00'

Chelsea Whitten
Lead Contract Specialist
ERDC Contracting Office

Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. Defense POW/MIA Accounting Agency

\[\text{signature}\]  Aug 24, 2022  Date
G. R. Gillette  Date
Director, Partnerships and Innovation and Grants Officer (Interim)
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. National Aeronautics and Space Administration

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

Denise R. Thaller  
Deputy Assistant Administrator  
Office of Strategic Infrastructure  

_____________________________  ___________________
Denise R. Thaller  Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. Texas A&M AgriLife Research, on behalf of TEXAS A&M UNIVERSITY SYSTEM (HOST)

Dr. Henry Fadamiro  
Chief Scientific Officer & Director  
Texas A&M AgriLife Research  

August 2, 2022 | 5:31 PM CDT
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. Texas A&M AgriLife Extension

---

August 2, 2022 | 3:47 PM PDT

Date

Donna Alexander
Asst. Director, Agency & CFO Texas
A&M AgriLife Extension Service
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. Texas A&M Engineering Experiment Station

[Signature]

Dr. Dimitris Lagoudas
Agency Deputy Director

11/4/2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Q. Texas A&M University–College Station

Katherine V. Kissmann
Katherine V. Kissmann
Director
Sponsored Research Services

10/12/2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. Texas A&M University—Corpus Christi

Ahmed Mahdy, Ph.D.
Executive Vice President for
Research and Innovation

3/20/2023
S. Texas A&M University at Galveston

Katherine V. Kissmann  
Katherine V. Kissmann  
Director  
Sponsored Research Services  

10/12/2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. Texas A&M University–Kingsville

Diana Polendo Luna
Director, Contracts and Grants

7/28/2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

U. Texas A&M University–San Antonio

[Signature]

Dr. Mohamed Abdelrahman
Provost & Sr. Vice President for Academic Affairs

7/27/22
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

V. Tarleton State University

[Signature]
7/26/2022

Lori Beaty
CFO and Executive VP for
Finance and Administration
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

W. Alcorn State University

Felecia M. Nave, Ph.D.
President

Date 9/1/2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

X. Arkansas State University

Thomas Risch
Thomas Risch, Ph.D.
Vice Provost of Research & Tech Transfer

8/10/22
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Y. Auburn University

Gene Taylor, Director
OSP for James Weyhenmeyer,
VPRED

Digitally signed by Gene Taylor, Director OSP for James Weyhenmeyer, VPRED
Date: 2022.07.29 15:32:32
-05'00'

Gene Taylor
Director, Office of Sponsored Programs

07/29/2022

Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Z. Columbus State University

[Signature]
Laneika Musalini
Director, Office of Sponsored Programs

9/19/2022 | 5:58 PM EDT
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

AA. Eckerd College

Christopher P. Brennan
Vice President of Business and Finance

Date: 8-2-2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

BB. Florida State University

Russell D. Lentz for Mark Riley, Interim Vice President for Research

Digitally signed by Russell D. Lentz for Mark Riley, Interim Vice President for Research

Date: 2022.07.28 14:54:44 -04'00'

Mark Riley
Vice President for Research
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

CC. Houston Advanced Research Center

Robert Travis
Vice President of Business Operations

7/26/2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

DD. Jackson State University

________________________
Joseph A. Whittaker
Vice President for Research and Economic Development/Associate Provost

7/27/2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

EE. Lamar University

Jerry Lin

Digitally signed by Jerry Lin
Date: 2022.08.02 11:51:34 -05'00'

Date: 8/2/22

Jerry Lin, Ph.D.
Associate Provost for Research and Sponsored Programs
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

FF. Louisiana State University

______________________________
Darya Courville, CRA
Executive Director, Office of Sponsored Programs

8/1/22
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

GG. Louisiana State University Agricultural Center

[Signature]

Wade Baumgartner  
Director, Sponsored Programs and Intellectual Property

7-26-2022  
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

HH. Mississippi State University

[Signature]

Kevin Enroth
Director, Sponsored Projects

7/26/22
Date
II. New College of Florida

Justin Miller  
Director, Office of Research Programs and Services

07/27/2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

JJ. Nicholls State University

Debi Benoit
Director, Office of Research and Sponsored Programs

Date 8/29/2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

KK. Saint Edward’s University

Gloria A. White  Date  07.29.2022
Gloria A. White
Director, Office of Sponsored Programs
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

LL. Sam Houston State University

______________________________
Clayton Cottle
Clayton Cottle
Director, Office of Research and Sponsored Programs

26 July 2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

MM. Southern University and A&M College

Michael A. Stubblefield, Ph.D.
Vice Chancellor for Research

01.25.2023
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

NN. Stephen F. Austin State University

E-SIGNED by Steve Westbrook  
on 2022-08-02 08:33:28 CDT

Jennifer Harlan  
Assistant Director, Office of Research and Graduate Studies  
Dr. Steve Westbrook  
Interim President  

August 02, 2022  
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

OO. Sul Ross State University

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

Dr. Carlos Hernandez
President

Date 10/23/23
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

PP. Troy University

Jack Hawkins, Jr., Ph.D.
Chancellor

8/1/2023
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

QQ. Tulane University

[Signature]
Kathleen Kozar
Director, Sponsored Projects Administration

[Date]
August 21, 2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

RR. University of Alabama

Russell J Mumper, PhD  Jul-26-2022
Vice President for Research and Economic Development  Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

SS. University of Arkansas at Monticello

[Signature]
Dr. Peggy Doss
Chancellor

[Date]
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

TT. University of Arkansas at Pine Bluff

Laurence B. Alexander  
Chancellor  
Date  
7/27/2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

UU. University of Arkansas, Division of Agriculture

[Signature]

Jean Francois Meullenet
Senior Assoc. VP for Division of Ag - Research

Aug 11, 2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

VV. University of Florida

Digitally signed by
Elizabeth Keeter
Date: 2022.08.01
13:26:34 -04'00'

Elizabeth Keeter
Assistant Director
Division of Sponsored Programs

August 1, 2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

WW. University of Georgia Research Foundation, Inc.

[Signature]
Jill Frazier Tincher
Executive Director, Sponsored Projects Administration

07/28/2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

XX. University of Louisiana at Lafayette

Dr. E. Joseph Savoie  Date
President

8/3/2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

YY. University of Louisiana at Monroe

LaWanha Bell
Director, Office Sponsored Programs and Research

Date

8/3/2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

ZZ. University of Mississippi

Josh Gladden  Date
Vice Chancellor for Research and Sponsored Programs  08 / 02 / 2022

Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

AAA. University of New Orleans

[Signature]
Joanne N. Terranova
Interim Vice President, Business Affairs and CFO

8/4/22
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

BBB. University of South Alabama

Lynne Chronister  
Vice President for Research and Economic Development

Date: 8/29/32
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

CCC. University of South Florida

Eric M. Kern
Digitally signed by Eric M. Kern
Date: 2022.08.01 13:17:41
-04'00'

8/1/2022

Eric Kern
Director, Sponsored Research

Date

Signature

Approvals for Form and Legal Notice
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

DDD. University of Southern Mississippi

[Signature]
Kelly Lucas
Interim Vice President for Research

8-1-2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

EEE. The University of Texas at Austin

Elena Mota, CRA
Assistant Director Office of Sponsored Projects

2022-07-29 | 08:43:06 PDT
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

FFF. University of Texas Rio Grande Valley

[Signature]
Karen Martirosyan, PhD
AVP for Research Enhancement

8/2/2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

GGG. University of Texas at Tyler

---

Dr. Kouider Mokhtari
Associate Vice President for Research

Date: 8/11/2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

HHH. The University of West Alabama

A. Clete Beard
Vice President for Financial Affairs

7-29-22
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

III. University of West Florida

08/03/2022

Date

Associate Vice President of Research Administration

General Counsel
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

JJJ. Valdosta State University

[Signature]

Elizabeth W. Olphie
Director, Office of Sponsored Programs & Research Administration

Approved as to form
Valdosta State University
Office of Legal Affairs
Justin M. Arrington, Chief Legal Affairs Officer
September 19, 2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

KKK. Florida Fish and Wildlife Conservation Commission

Thomas H. Eason
Digitally signed by Thomas H. Eason
Date: 2022.08.18 11:18:03 -04'00'
Eric Sutton
FWC Executive Director

Gil McRae
FWRI Director

Leanne Flewelling
Digitally signed by Leanne Flewelling
Date: 2022.08.17 16:53:15 -04'00'

David B. Johnson
Digitally signed by David B. Johnson
Date: 2022.08.17 17:40:09 -04'00'
Melissa Tucker
HSC Division Director

Anthony Pinzino
Digitally signed by Anthony Pinzino
Date: 2022.08.18 09:27:36 -04'00'
Anthony Pinzino
FWC Attorney
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

LLL. Louisiana Department of Wildlife and Fisheries

Jack Montoucet
Secretary

July 26, 2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

MMM. Mississippi Department of Archives and History

Katie Blount
Director

Date

7-27-22
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

NNN. Bat Conservation International

[Signature]
Gift Venezio
Director of Finance

7/28/2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

OOO. Dauphin Island Sea Lab

David England  
Director of Finance and Administration

Date

8-1-22
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

PPP. Ducks Unlimited, Inc.

[Signature]

Date: 7/26/2022

Jerry Holden, Jr.
Director, Southern Region
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

QQQ. Gulf Coast Bird Observatory

[Signature]

Martin Hagne  Date
Executive Director  07-26-2022
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

RRR. The Longleaf Alliance

Carol Denhof
President

Digitally signed by Carol Denhof
Date: 2022.08.03 22:05:01 -04'00'

8/3/22
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

SSS—Quest Foundation [dissolved]

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

James Valentine ________________________________ Date
President

Gulf Coast CESU Agreement 2022-2027  Page 124 of 128
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

TTT. The Nature Conservancy–Texas

Suzanne B. Scott
Texas State Director

8/1/2022

Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

UUU. Three Rivers Resource Conservation and Development Council, Inc.

[Signature]
Steven Duncan
President

Date
9/12/22
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

VVV. White Buffalo, Inc.

Jay Boulanger
President

07/26/2022
Date
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

WWW. Wildlands Conservation, Inc.

David Sumpter  
Executive Director  

July 27, 2022  

Date