BLM # HAA003D00 USFWS # 10100-0-J001 USGS-BRD # 01HQAG0004 NPS # CA9088A0008 USFS# PNW 00-CA-11261906-030

# PACIFIC NORTHWEST COOPERATIVE ECOSYSTEM STUDIES UNIT

#### COOPERATIVE and JOINT VENTURE AGREEMENT

#### between

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

U.S. Fish and Wildlife Service

U.S. Geological Survey-Biological Resources Division

National Park Service

DEPARTMENT OF AGRICULTURE U.S. Forest Service

#### and

UNIVERSITY OF WASHINGTON (HOST)

Heritage College
Oregon State University
Tuskegee University
University of Alaska – Anchorage
University of Alaska – Southeast
University of British Columbia
University of Idaho
University of Oregon
University of Vermont
Washington State University
Western Washington University
Alaska Department of Fish and Game

#### ARTICLE I - BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Fish and Wildlife Service, U.S. Geological Survey–Biological Resources Division, National Park Service, and U.S. Forest Service, (hereinafter called Federal Agencies), and the University of Washington and its partner institutions is to establish and maintain the Pacific Northwest Cooperative Ecosystem Studies Unit. The Pacific Northwest CESU is associated with a national network of CESUs.
- B. The objectives of the Pacific Northwest Cooperative Ecosystem Studies Unit (CESU) are to:
  - Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
  - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
  - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into a cooperative agreement to establish the Pacific Northwest CESU to assist in providing research, technical assistance and education.
- D. The U.S. Fish and Wildlife Service (hereinafter call USFWS) working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through Federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, and inland sport fisheries. In accordance with 16 U.S.C. 742f, the USFWS is authorized to enter into a cooperative agreement to establish the Pacific Northwest CESU to assist in providing research, technical assistance and education.

- E. The U.S. Geological Survey–Biological Resources Division (hereinafter called BRD) works with others to provide scientific understanding and technologies needed to support the sound management and conservation of our Nation's biological resources (Secretarial Order No. 3202). In accordance with 16 U.S.C.1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the BRD is authorized to enter into a cooperative agreement to establish the Pacific Northwest CESU to assist in providing research, technical assistance and education.
- F. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the Pacific Northwest CESU to assist in providing research, technical assistance and education.
- G. The U.S. Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 U.S.C. 3318 (b) the USFS is authorized to enter into a joint venture agreement to establish the Pacific Northwest CESU to assist in providing research, technical assistance and education.
- H. The University of Washington (hereinafter called Host University) is a comprehensive university emphasizing programs of research, education, and support facilities relevant to federal land management, environmental and research agencies. These combined program elements are unsurpassed in the Pacific Northwest bioregion (PNW). The quality of UW's academic expertise and facilities is reflected in its rank as the number two recipient of federal research funds in the U.S. The UW's forestry, oceanography, and fisheries programs are among the world's finest. Also important are strong programs in social sciences, history, architecture and urban planning, zoology and engineering. The programs are found on the University's main campus in Seattle, as well as the branch campuses in Bothel and Tacoma, Washington.
- I. The partner institutions to the Host University include Heritage College, Oregon State University, Tuskegee University, University of Alaska Anchorage, University of Alaska Southeast, University of British Columbia, University of Idaho, University of Oregon, University of Vermont, Washington State University, Western Washington University, Alaska Department of Fish and Game (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;
- Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Pacific Northwest CESU objectives and to the extent allowed by each Federal Agencies' authorizing legislation;
- 3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
- 4. Provide funds for basic support and salary for release time of Host University and Partner Institution faculty, as appropriate;
- 5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
- 6. Make available managers to serve on the Pacific Northwest CESU Manager's Committee;
- 7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
- 8. Ensure its employees follow the Code of Ethics for Government Employees;
- 9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the agreement; and
- 10. Be individually responsible for their agency's role in administering the agreement, transferring funds, and supervision of agency employees, as appropriate.

#### B. The Host University agrees to:

- 1. Establish, in consultation with the Federal Agencies and Partner Institutions, the Pacific Northwest CESU;
- Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Pacific Northwest CESU objectives;
- 3. Provide release time for faculty to engage in participating Federal Agencies research, technical assistance and education activities related to the Pacific Northwest CESU objectives, as appropriate;
- 4. Provide basic administrative and clerical support as appropriate;
- 5. Provide access for Pacific Northwest CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;

- 6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies personnel to be located at the Host University, as appropriate;
- 7. Offer educational and training opportunities to participating Federal Agency employees, as appropriate;
- 8. Encourage its students to participate in the activities of the Pacific Northwest CESU:
- 9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
- 10. Establish a Pacific Northwest CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Pacific Northwest 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 Pacific Northwest CESU objectives and provide release time for 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 CESU.

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

- 1. Establish and maintain the Pacific Northwest CESU closely following the CESU Introduction (June 1999), adapting key elements to local and regional needs, as appropriate:
- 2. Develop and adopt a Pacific Northwest CESU role and mission statement;
- 3. Develop a multi-year strategic plan;
- 4. Make modifications, as appropriate, to this agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
  - (a) the proposed work and what is being modified in the agreement;
  - (b) the project contribution to the objectives of the CESU;
  - (c) the methodology of the project;
  - (d) the substantial involvement of each party;
  - (e) the project budget and schedule;
  - (f) the specific deliverables;
- 5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
- 6. Follow OMB Circulars A-21, A-87, A-102, A-110, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

E. The University of British Columbia joins the Pacific Northwest CESU as a partner institution. The University of British Columbia agrees to participate in the Pacific Northwest CESU as appropriate, within all Canadian and United States laws, and within the regulations of the Host University and the Federal Agencies party to the Pacific Northwest CESU.

#### **ARTICLE III - TERMS OF AGREEMENT**

- A. This agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this agreement shall be determined from the date of the last signature.
- B. By mutual consent and at the end of this agreement, a new agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the Pacific Northwest CESU.
- C. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to the agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement.
- D. For the purposes of this agreement, modifications are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad agreement. Modifications will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.

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

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

1. Bureau of Land Management
Bob Alverts
Bureau of Land Management
Oregon State Office
1515 S.W. 5th Avenue
P.O. Box 2965
Portland, OR 97201
(503) 952-6021
bob alverts@blm.gov

#### 2. U.S. Fish and Wildlife Service

Denny Lassuy
Research Coordinator-Region 1
U.S. Fish and Wildlife Service
911 N.E. 11th Avenue
Portland, OR 97232-4131
(503) 872-2763
denny lassuy@fws.gov

#### 3. U.S. Geological Survey-Biological Resources Division

Darryll Johnson
USGS
College of Forest Resources
University of Washington
15 Anderson Hall, Box 352100
(206) 685-7404
darryllj@u.washington.edu

#### 4. National Park Service

Linda Whitson
Natural Resource Program Assistant
Columbia Cascades Support Office
National Park Service
909 First Avenue
Seattle, WA 98104
(206) 220-4259
linda\_whitson@nps.gov

#### 5. U.S. Forest Service

Dr. Robert Szaro
Assistant Station Director
Pacific Northwest Research Station
U.S. Forest Service
PO Box 3890
Portland, OR 97208-3890
(503) 808-2115

#### B. The technical representative for the Host University is:

Dr. Kristiina Vogt
Dean
College of Forest Resources
University of Washington
107 Anderson Hall
Box 352100
Seattle, WA 98195-2100
(206) 685-0952

#### C. The technical representatives for the Partner Institutions are:

#### 1. Heritage College

Mark Patruncio

Professor

#### Oregon State University

Denise Lach

Co-Director

Center for Water and Environmental Sustainability

Ken Williamson

Co-Director

Center for Water and Environmental Sustainability

#### 3. Tuskegee University

Walter Hill

Dean

College of Agricultural, Environmental and Natural Sciences

#### University of Alaska – Anchorage

Steven Colt

Professor

#### University of Alaska – Southeast

Mary Lou Madden

Interim Dean of Faculty

#### 6. University of British Columbia

John A. McLean

**Acting Dean** 

Faculty of Forestry

#### 7. University of Idaho

Charles R. Hatch

Dean

College of Natural Resources

#### 8. University of Oregon

Robert Melnick

Dean

College of Agriculture

#### 9. University of Vermont

Robert Manning Professor

#### 10. Washington State University

Edward J. DePuit

Chair

Department of Natural Resource Sciences

#### 11. Western Washington University

**Bradley Smith** 

Dean

**Huxley College of Environmental Studies** 

#### 12. Alaska Department of Fish and Game

Frank Rue

Commissioner

Kenton Taylor (Designee)

Director for Habitat and Restoration

#### ARTICLE V - AWARD

- A. Award under this agreement is as specified in the incorporated proposal and budget (Article XI 1. and 2.).
- B. Upon signature of all parties and upon satisfactory submission of a budget from the Host University, the Federal Agencies will obligate funds as follows:

#### Bureau of Land Management

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

#### U.S. Fish and Wildlife Service

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

#### U.S. Geological Survey-Biological Resources Division

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

#### National Park Service

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

#### U.S. Forest Service

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

- C. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-102, A-133 and specifically, 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).
- D. A 15% indirect cost rate will be paid on work covered by the agreement and all its modifications. An exception is that the US Forest Service cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USFS cost-sharing requirements.

No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the agreement.

- E. Award of additional funds or in-kind resources will be made through modifications to the agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to the agreement shall be kept on file with the Host University.
- F. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

#### **ARTICLE VI - PRIOR APPROVAL**

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

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

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Pacific Northwest CESU Federal Agencies and Partner Institutions (hereinafter called cooperators) for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.
- C. A role and mission statement will be prepared, adopted and agreed to by all Pacific Northwest CESU cooperators within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.

- D. Annual work plans will be developed to guide the specific activities of the Pacific Northwest CESU and will:
  - 1. Describe the Pacific Northwest 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 Pacific Northwest CESU during the year.

The first annual work plan (for FY2001) will be delivered 120 days from the date this agreement is executed. Five (5) copies of the annual work plan will be delivered to each Federal Agency.

E. A multi-year strategic plan will be developed to generally guide the Pacific Northwest CESU and will be delivered within 12 months from the date this agreement is executed. Five (5) copies of the multi-year strategic plan will be delivered to each Federal Agency.

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

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

#### **ARTICLE IX - TERMINATION**

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

#### ARTICLE X - REQUIRED/SPECIAL PROVISIONS

#### A. REQUIRED PROVISIONS:

- 1. NON-DISCRIMINATION: All activities pursuant this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
- 2. CONSISTENCY WITH PUBLIC LAWS: Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the laws of the District establishing, affecting, or relating to the agreement.

- 3. APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- 4. OFFICIALS NOT TO BENEFIT: No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
- 5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

#### 6. LIABILITY PROVISION:

#### Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through subcontract by non-governmental entities or persons, the governmental party subcontracting work will require that subcontracted entity or person to meet provisions (a),(b), and (c) for non-governmental parties stated below.

#### Non-governmental Parties

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

(a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from anyone incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an

additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and

(b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its

representatives, or employees; and

(c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

#### **B. SPECIAL PROVISIONS:**

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

#### ARTICLE XI - DOCUMENTS INCORPORATED BY REFERENCE

A. The following are to be incorporated into this agreement:

1. Budget for funds awarded in this agreement

2. DI-2010, Certifications for the Host University and Partner Institutions regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

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

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

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

The following authorizing signatures are attached:

#### U.S. DEPARTMENT OF THE INTERIOR

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

#### U.S. DEPARTMENT OF AGRICULTURE

- E. U.S. Forest Service
- F. UNIVERSITY OF WASHINGTON
- G. Heritage College
- H. Oregon State University
- I. Tuskegee University
- J. University of Alaska Anchorage
- K. University of Alaska Southeast
- L. University of British Columbia
- M. University of Idaho
- N. University of Oregon
- O. University of Vermont
- P. Washington State University
- Q. Western Washington University
- R. Alaska Department of Fish and Game

# ARTICLE XNI - AUTHORIZING SIGNATURES (cont.) A. Bureau of Land Management Elaine Zielinski State Director Oregon State Office

B. U.S. Fish and Wildlife Service

Anne Badgley

Regional Director - Region 1

C. U.S. Geological Survey-Biological Resources Division

Sherri Ly Newman Contracting Officer Date/

D. National Park Service

Beth A. Faudree

Contracting Officer NPS-PW-IVCSA-26

Columbia Cascades Support Office

10 12/00 Date

E. U.S. Forest Service

Dr. Thomas J. Mills Station Director

Pacific Northwest Research Station

Page 19 of 32

F. University of Washington

Carol Zuiches

Director of Grant and Contract Services

G. Heritage College

Kathleen Ross President

H. Oregon State University

Clem LaCava

Assistant Contracts Manager

1/25/00

Date

I. Tuskegee University

eslie Porter

Vice President for Fiscal Affairs

9/22/20 Date

J. University of Alaska - Anchorage

Cynthia Matson
Vice Chancellor for Administrative Services

K. University of Alaska - Southeast

Carol Griffin

Vice Chancellor

)ate

L. University of British Columbia

Richard D. Spratley
Acting Associate Vice President Research

Page 26 of 32

M. University of Idaho

Ted Mordhorst

Manager, Grants and Contracts

Compliance Officer

N. University of Oregon

Gary Chaffins Director

Office of Research Services and Administration

O. University of Vermont

Ruth Farrell, Associate Director Office of Sponsored Programs Oate Date

P. Washington State University

Daniel G. Nordquist

Director

Office of Grant and Research Development

Q. Western Washington University

Moheb Ghali

Dean of Graduate School and

Vice Provost for Research and Development

9-25-2006

Date

R. Alaska Department of Fish and Game

Kevin Brooks

**Director of Administration** 

9.25.00

ate

#### **APPLICATION FOR** OMB Approval No. 0348-0043 2. DATE SUBMITTED **FEDERAL ASSISTANCE** Applicant Identifier 1. TYPE OF SUBMISSION: 3. DATE RECEIVED BY STATE State Application Identifier <u>Application</u> Preapplication Construction Construction 4. DATE RECEIVED BY FEDERAL AGENCY Federal Identifier Non-Construction Non-Construction 5. APPLICANT INFORMATION Legal Name: Organizational Unit: University of Washington College of Forest Resources Address (give city, county, State, and zip code): 107 Anderson Hall Name and telephone number of person to be contacted on matters involving this application (give area code) Director, G&CS Box 352100 Carol Zuiches, (206) 543-4043 Seattle, WA 98195-2100 6. EMPLOYER IDENTIFICATION NUMBER (EIN): Kong County 7. TYPE OF APPLICANT: (enter appropriate letter in box) -60015 I A. State H. Independent School Dist. 8. TYPE OF APPLICATION: B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University New New Continuation Revision D. Township K. Indian Tribe If Revision, enter appropriate letter(s) in box(es) E. Interstate L. Individual F. Intermunicipal M. Profit Organization A. Increase Award B. Decrease Award C. Increase Duration G. Special District N. Other (Specify) D. Decrease Duration Other(specify): 9. NAME OF FEDERAL AGENCY: Department of the Interior 10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Pacific Northwest Cooperative TITLE: Ecosystem Studies Unit 12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Pacific Northwest Region 14. CONGRESSIONAL DISTRICTS OF: 13. PROPOSED PROJECT 7 Start Date Ending Date a. Applicant b. Project D.O.E 5 yrs. University of Washington 15. ESTIMATED FUNDING: 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE **ORDER 12372 PROCESS?** a. Federal 50,000 a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE b. Applicant \$ AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: 2500 c. State DATE \_\_\_\_ d, Local 00 \$ b. No. TPROGRAM IS NOT COVERED BY E. O. 12372

g. TOTAL

\$ 52,500

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

suches

00

00

ATTACHED ASSURANCES IF THE ASSISTANCE I		MOANT AND THE AFFEICANT WILL COMPLY
a. Type Name of Authorized Representative	b. Title	c. Telephone Number
Carol Zuiches	Director	c. Telephone Number (206) 543-4043

Previous Edition Usable
Authorized for Local Reproduction

d. Signature of Authorized Representative

\$

e. Other

f. Program Income

Standard Form 424 (Rev. 7-97)
Prescribed by OMB Circular A-102

OR PROGRAM HAS NOT BEEN SELECTED BY STATE

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

e. Date Signed

FOR REVIEW

7. Program Income		k. TOTALS (sum of 6i and 6j)	j. Indirect Charges	i. Total Direct Charges (sum of 6a-6h)	h, Other	g. Construction	f. Contractual	e. Supplies	d. Equipment	c. Travel	b. Fringe Benefits	a Personnel	6. Object Class Categories		5. Totals	4.	3.	2.	1.	(a) (b)		Grant Program   Catalog of Federal
69		\$ 50000	5216	44,784	1000		6000	5725		11,305	3754	\$ 17,000		SECTIO	જ				69	(c)		SECTI
\$	Figure 1. The second se	49			2 2 2								GRANT PROGRAM, FUNCTION OR ACTIVITY (2) (3)	SECTION B - BUDGET CATEGORIES	4				49	(d)	No Fodom	SECTION AS BUDGET SUMMARY
\$		49			1)							8			\$0,000				\$ 50,000 \$	(e)		
G	File of the control o	49				e						69	(4)		2500				2500	(f)	New of Revised Budget	
		50,000	5,216	44,784	1000	10	6000	5725		11,305	3754	17,000	Total (5)		52,500				52,500	(0)		

Authorized for Local Reproduction

Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

	SECTION	SECTION C - NON-FEDERAL RESOURCES	ESOURCES		
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. University of Washington		\$ 2500	↔	€	\$ 2500
9.					7
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 2500	₩.	€	\$ 2500
	SECTION	SECTION D - FORECASTED CASH NEEDS	SH NEEDS		
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	€9	€9	€	\$	,
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	€	€	€	€	€
SECTION E - BUI	DGET ESTIMATES OF	SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR	DED FOR BALANCE	BALANCE OF THE PROJECT	
(a) Grant Program			FUTURE FUNDING	FUTURE FUNDING PERIODS (Years)	
		(b) First	(c) Second	(d) Third	(e) Fourth
16.		\$ 12,500	<b>\$</b> 12.500	\$ 12.500	1
17.					
18.					
19.		я			
20. TOTAL (sum of lines 16-19)		\$ 1.2 500	\$ 13 500	- 1	
	SECTION F	SECTION F - OTHER BUDGET INFORMATION	ORMATION	12,300	12,500
21. Direct Charges:		22. Indirect Charges:	Charges:		
23. Remarks:					

#### **ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

# PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

- Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended. relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

	IGNATURE	OF AUTHORIZED	<b>CERTIFYING OFFICIAL</b>
--	----------	---------------	----------------------------

TITLE

CAROL ZUICHES, DIRECTOR
GRANT AND CONTRACT SERVICES

APPLICANT ORGANIZATION

UNIVERSITY OF WASHINGTON

DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

# Pacific Northwest CESU Support Budget

	BLM	USFWS	USGS	NPS	USFS	Host	Total
Salaries and Wages	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400		\$17,000
Fringe Benefits	\$751	\$751	\$751	\$751	\$750		\$3,754
Travel	\$2,000	\$2,000	\$2,000	\$2,000	\$3,305		\$11,305
Supplies	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145		\$5,725
Contractual	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200		\$6,000
Other (communications)	\$200	\$200	\$200	\$200	\$200		\$1,000
Total Direct Cost	\$8,696	\$8,696	\$8,696	\$8,696	\$10,000		\$44,784
Indirect Costs @ 15%	\$1,304	\$1,304	\$1,304	\$1,304		\$2,500	\$7,716
Total Cost	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$2,500 (cost-share)	\$52,500

#### U.S. Department of the Interior

# Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

#### PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

# PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

CHECK\_\_\_\_IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This form was electronically produced by Elite Federal Forms, Inc.

DI-2010 June 1995 (This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

#### PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

- A. The grantee certifies that it will or continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about--
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in conspecific grant:	nection with the
Place of Performance (Street address, city, county, state, zip code)	8

Check\_\_\_if there are workplaces on files that are not identified here.

#### PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK\_\_\_IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

# PART E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK OF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK\_\_\_IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the understand shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

CAROL ZUICHES, DIRECTOR

GRANT AND CONTRACT SERVICES

DATE