PIEDMONT–SOUTH ATLANTIC COAST
COOPERATIVE ECOSYSTEM STUDIES UNIT

AMENDMENT TWO TO
COOPERATIVE and JOINT VENTURE AGREEMENT

between

U.S. DEPARTMENT OF THE INTERIOR
  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
  Natural Resources Conservation Service

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

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

and

UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC. (HOST)

  Auburn University
  Clemson University
  Florida A&M University
  North Carolina State University
  University of Central Florida
  University of Florida
  Audubon of Florida
  Audubon of North Carolina
  Audubon of South Carolina
  East Carolina University
  University of South Carolina
  Towson University
ARTICLE I. BACKGROUND AND OBJECTIVES

G.0. Pursuant to enactment of Title 54, U.S. Code, “National Park Service and Related Programs,” Section E. (National Park Service) is hereby amended and restated in its entirety as follows:

G. 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 wildlife 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 is authorized and directed to assure that management of units of the National Park System 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” to enter into cooperative agreements with colleges and universities, including but not limited to 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 National Park System, or the larger region of which parks 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 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)); 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 Piedmont–South Atlantic Coast CESU to assist in providing research, technical assistance and education.

N.2. The Georgia Aquarium, Joseph W. Jones Ecological Research Center, and Georgia-Alabama Land Trust, Inc. are hereby included in the Piedmont–South Atlantic Coast CESU as Partner Institutions.

ARTICLE II. STATEMENT OF WORK

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

A.8. Ensure its employees follow the Code of Ethics for Government Service (Pub. L. 96-303) and Standards of Ethical Conduct (5 CFR Part 2635);
D.6.a. Section D.6. is hereby amended and restated in its entirety as follows:

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

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

D.8. Engage in collaborative activities consistent with federal scientific and scholarly integrity directives and policies (e.g., Presidential and OSTP Scientific Integrity Memoranda; DOD Instruction 3200.20; DOI 305 DM 3; USDA DR 1074-001; NOAA AO 202-735D), as appropriate.

ARTICLE III. TERM OF AGREEMENT

A.1. The effective date of the Piedmont–South Atlantic Coast CESU Cooperative and Joint Venture Agreement is 1 July 2013.

A.2. The effective date of this Amendment to the Piedmont–South Atlantic Coast CESU Cooperative and Joint Venture Agreement shall be determined from the date of the last signature to this Amendment.

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

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

C.1. For the purposes of this Agreement, Amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University, or by the Host University on behalf of any of the Partner Institutions. Amendments shall be executed in writing by the CESU Network National Office. Amendments shall be signed by all signatories to this Agreement, except in cases described in Sections C.2. and C.3. (below). Unless otherwise specified, all terms and conditions of the CESU Agreement apply to the Amendment, and once fully executed the Amendment is made part of the Agreement.
C.2. For Amendments for which the sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, the Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the Amendment. New Partner Institutions and/or Federal Agencies shall be approved and added in accordance with the CESU Council guidelines, as posted on the CESU Network website (www.cesu.org). All partners shall receive prior notification of amendments.

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

ARTICLE IV. KEY OFFICIALS

C.29. The technical representative for the Georgia Aquarium is:

Dr. Alistair Dove  
Director of Research and Conservation  
Georgia Aquarium  
225 Baker St.  
Atlanta, GA 30313  
Phone: (404) 581-4364  
Fax: (404) 581-4303  
adove@georgiaaquarium.org

C.30. The technical representative for the Joseph W. Jones Ecological Research Center is:

Dr. Lora L. Smith  
Associate Scientist  
Joseph W. Jones Ecological Research Center  
3988 Jones Center Drive  
Newton, GA 39870  
Phone: (229) 734-4706  
Fax: (229) 734-4707  
lora.smith@jonesctr.org

C.31. The technical representative for the Georgia-Alabama Land Trust, Inc. is:
ARTICLE V. AWARD

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

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

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

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

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

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

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

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

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

ARTICLE VII. REPORTS AND/OR DELIVERABLES

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

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

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

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

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

ARTICLE IX. TERMINATION

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

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

The following authorizing signatures are attached to this Amendment:

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

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

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

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

K. THE UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.
L. Auburn University
M. Clemson University
N. Florida A&M University
O. North Carolina State University
P. University of Central Florida
Q. University of Florida
R. Audubon of Florida
S. Audubon of North Carolina
T. Audubon of South Carolina
U. East Carolina University
V. University of South Carolina
W. Towson University
X. University of South Florida
Y. Christopher Newport University
Z. The Citadel
AA. University of North Carolina Wilmington
BB. University of West Georgia
CC. Duke University
DD. University of North Carolina-Chapel Hill
EE. National Wildlife Federation
FF. The Orianne Society
GG. College of Charleston
HH. Georgia Department of Natural Resources Wildlife Resources Division
II. Marshall University
JJ. Amphibian and Reptile Conservancy
KK. Georgia Tech Research Institute (on behalf of Georgia Institute of Technology)
LL. Georgia Southern University Research and Service Foundation
MM. University of North Florida
NN. Georgia Aquarium
OO. Joseph W. Jones Ecological Research Center
PP. Georgia-Alabama Land Trust, Inc.
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

Mitchell Leverette
Acting State Director
Eastern States Region

3/29/18
Date

Brandon Riley
Grants Management Officer

3/27/18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

B. Bureau of Ocean Energy Management

[Signature]
Rodney Cluck
Chief, Division of Environmental Sciences

3/13/18
Date
C. U.S. Fish and Wildlife Service

STEVEN SPONAUGLE
Digitally signed by STEVEN SPONAUGLE
Date: 2018.03.05 06:19:04 -05'00'

Steve Sponaugle
Chief, Division of Contracting and Grant Services
U.S. Fish and Wildlife Service, Southeast Region
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

D. U.S. Geological Survey

[Signature]
Faith D. Graves
Contracting Officer

[Date]
2/21/18
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

E. National Park Service

Stanley Austin
Regional Director
Southeast Region

3/6/18

Date

Jeff Shaffer
Chief of Contracting

3/5/2018

Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

F. U.S. Forest Service

Robert L. Doudrick, Ph.D.
Station Director
Southern Research Station

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

Joyce M. Gorgas
Lead Grants Management Specialist
Southern Research Station

Piedmont–South Atlantic Coast CESU 2013-2018 Amendment Two
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

G. Natural Resources Conservation Service

JEFFREY MACHELSKI
Digitally signed by JEFFREY MACHELSKI
Date: 2018.03.23 16:49:42 -04'00'

THOMAS W. CHRISTENSEN
Associate Chief For Operations

Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

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

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ANN.1284843602

Digitally signed by
DALSIMER.ALLYN.ANN.1284843602
Date: 2018.02.27 10:13:34 -05'00'

Alison A. Dalsimer
Director, DoD Natural Resources Program
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

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

WHITTEN.CHELSEA.M.1

139493768

Chelsea Whitten
Lead Contracting Specialist
ERDC Contracting Office

Date: 2018.03.30 09:35:21 -05'00'
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

J. National Oceanic and Atmospheric Administration

[Signature]

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

2/21/18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

K. The University of Georgia Research Foundation, Inc. (HOST)

__________________________________________ ________
Jacob Maas  Date
Senior Grants Officer

Melissa Mottley
Assistant Director of Pre-Award

03/13/18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

L. Auburn University

[Signature]

Darren B. May
Assistant Director
Office of Sponsored Programs

[Signature]

Gene Taylor
Director, Office of Sponsored Programs

3/19/18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

M. Clemson University

Tanju Karanfil  
Vice President for Research

5/3/18  
Date

For the purposes of this Agreement, the parties to this Agreement are to act as separate and independent entities at all times. For the avoidance of doubt, this agreement in no way should be construed as a pledge of the full faith and credit of Clemson University or the State of South Carolina.
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. Florida Agricultural and Mechanical University

Timothy Moore
Vice President for Research

4/2/18
Date
O. North Carolina State University

Sherrie Settle  
Director of Sponsored Programs  

Stefanie D. Saunders  
Assistant Director, Operations  
NCSU Sponsored Programs  

3/22/18  
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

P. University of Central Florida Board of Trustees

Signed: Tuesday, March 27, 2018
Arisia Potter
Assistant Director, Research Administration

03/27/2018
Date
Q. University of Florida

Digitally signed by Stephanie L Gray
DN: cn=Stephanie L Gray,
o=University of Florida, ou=Office of Research, email=sigray@ufl.edu,
c=US
Date: 2018.03.02 15:31:27 -05'00'

Stephanie Gray
Assistant Vice President and Director
Division of Sponsored Programs

2 February 2018
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

R. Audubon of Florida

22 March 2018

Date

Jerome J. Lorenz
Research Director

Julie B. Wraithmell
Interim Executive Director
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

S. Audubon of North Carolina

Jerome J. Lorenz  
CESU Representative

[Signature]

WALKER GOLDER

Date: 5-4-18
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

T. Audubon of South Carolina

Jerome J. Lorenz
CESU Representative

WALKER GOLDER

5-4-18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

U. East Carolina University

[Signature]
Barbara H. Gray
Director, Office of Sponsored Programs

04/17/2018
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

V. University of South Carolina

[Signature]
Thomas Coggins
Director, Office of Sponsored Awards Management

4/6/18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

W. Towson University

[Signature]

Robert Campbell
Acting Vice President and Chief Fiscal Officer
Division of Administration and Finance

4/2/18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

X. University of South Florida Board of Trustees for the University of South Florida

[Signature]
Keith Anderson, M.S., CRA, Director of Sponsored Research - USF Research and Innovation

3/26/18
Date

[Signature]
Lynn Cash, JF
ATTORNEY - USF

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Y. Christopher Newport University

David Doughty
Provost

1/21/15
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Z. The Citadel

COl Charles L. Cansler
Vice President for Finance and Business

5/4/18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

AA. University of North Carolina Wilmington

[Signature]
Dr. Ron Vetter
Associate Provost for Research and Dean of the Graduate School

3/21/18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

BB. University of West Georgia

Denise Overfield, Ph.D.
Associate Vice President for Academic Affairs and
Dean of Graduate School

Date: 3/6/18
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

CC. Duke University

Keith Hurka-Owen, CRA
Director, Office of Research Support

2/21/18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

DD. University of North Carolina–Chapel Hill

[Signature]
Terry Magnuson
Vice Chancellor for Research

5/8/18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

EE. National Wildlife Federation

Collin O'Mara  
President and CEO

3/23/18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

FF. The Orianne Society

Christopher L. Jenkins  
CEO and Executive Director

2/21/2018  Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

GG. College of Charleston

Brian R. McGee  
Provost and Executive Vice President of Academic Affairs

3/2/13  
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

HH. Georgia Department of Natural Resources, Wildlife Resources Division

Rusty Garrison
Director

2-26-18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

II. Marshall University

John M. Maher, Ph.D.
Vice President for Research
Executive Director, MU Research Corporation

3/4/18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

JJ. Amphibian and Reptile Conservancy

Jeffrey N. Holmes  
Executive Director  

2/22/18  
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

KK. Georgia Tech Research Institute
(on behalf of Georgia Institute of Technology)

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Russell L. Roberts
Laboratory Director
Georgia Tech Research Institute
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

LL. Georgia Southern University Research and Service Foundation

Bruxanne Hein  
Director, Research Services and Sponsored Programs  
Executive Director, Research and Service Foundation

8/13/18  
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

MM. University of North Florida

__________________________  ________________
John Kantner                  Date
Associate Vice President for Research

3/4/18
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

NN. Georgia Aquarium

[Signature]

Dr. A. Dove, per:

3/19/18

Date

Gregory D. Bossart, V.M.D., Ph.D.
Senior Vice President
Animal Health, Research, and Conservation
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

OO. Joseph W. Jones Ecological Research Center

[Signature]

Date
3/16/18

Kier Klepzig
Director
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

PP. Georgia-Alabama Land Trust, Inc.

Hal. S. Robinson, Esq., LL.M.
ACUB Program Director and Director of Legal Affairs

2/22/2018