# ROCKY MOUNTAINS COOPERATIVE ECOSYSTEM STUDIES UNIT

### AMENDMENT TWO TO COOPERATIVE and JOINT VENTURE AGREEMENT

between

U.S. DEPARTMENT OF THE INTERIOR Bureau of Land Management U.S. Bureau of Reclamation U.S. Geological Survey National Park Service U.S. Fish and Wildlife Service

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

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

and

THE UNIVERSITY OF MONTANA – MISSOULA (HOST) **Colorado State University** Montana State University Salish Kootenai College University of Colorado at Boulder **University of Colorado Denver** University of Idaho University of Wyoming **Utah State University** Washington State University **University of Northern Colorado** The Governors of the University of Calgary Metropolitan State University of Denver Little Big Horn College **Northwest College** University of Utah

Blackfeet Community College Chief Dull Knife College University of Waterloo Wildlife Conservation Society Boise State University Western State Colorado University

Adding: Bureau of Indian Affairs University of Denver Front Range Community College

With the exception of the changes below, all terms and conditions of the Rocky Mountains CESU Agreement apply to this Amendment, and this Amendment is hereby made part of the Agreement.

### **ARTICLE I. BACKGROUND AND OBJECTIVES**

- A.1. The Bureau of Indian Affairs (BIA) is hereby included in the Rocky Mountains CESU as a Federal Agency Partner.
- F.0. Pursuant to enactment of Title 54, U.S. Code, "National Park Service and Related Programs," Section F. (National Park Service) is hereby amended and restated in its entirety as follows:

F. 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 Rocky Mountains CESU to assist in providing research, technical assistance and education.

- M.2. The University of Denver and Front Range Community College are hereby included in the Rocky Mountains CESU as Partner Institutions.
- N. Bureau of Indian Affairs (BIA) is the oldest bureau of the United States Department of the Interior. Established in 1824, BIA currently provides services to approximately 1.9 million American Indians and Alaska Natives. There are 566 federally recognized American Indian tribes and Alaska Natives in the United States. The mission of the Bureau of Indian Affairs is to: "... enhance the quality of life, to promote economic opportunity, and to carry out the responsibility to protect and improve the trust assets of American Indians, Indian tribes, and Alaska Natives." BIA has responsibility for the administration and management of 55 million surface acres and 57 million acres of subsurface minerals estates held in trust by the United States for American Indian, Indian tribes, and Alaska Natives. BIA serves a special role, both serving tribes through trust management and by providing technical support and advice across a broad range of topics. The BIA is also the lead agency providing for federal management of the trust corpus held on behalf of tribal government and individual beneficial owners and as such is tasked with coordinating science, technical education, and management needs for those trust resources. The tribes, through the Indian Self-Determination and Education Assistance Act of 1975 (Pub. L. 93-638), are authorized to contract BIA management functions and as such mission needs, research results, and education efforts serve and enable tribal and BIA staff. The Act also authorized the federal government to follow specific contracting

regulations for Recognized Federal Indian Tribes, and with tribal approval, tribally chartered Indian colleges and universities.

BIA participation in the CESU Network will include support, coordination, and cooperation focused on science and education for climate and trust resource management, as well as other areas within its range of mission-related services and activities. BIA is authorized to enter into cooperative agreements under the general authority for climate change via the Snyder Act of 1921, as amended, 25 U.S.C. § 13; for FY14 (2-year funding) via Pub. L. 113-76, and FY15 (2-year funding) via Pub. L. 113-164, as amended (and subsequent annual budget appropriations as may be authorized during the term of the agreement); and for any potential Forestry and Wildland Fire Management program efforts, via the National Indian Forest Resources Management Act of 1990, Pub. L. 101- 630. BIA has the authority to enter into this agreement pursuant to 25 U.S.C. § 2; the Education and Training Program, 23 U.S.C. § 6004; and Snyder Act of 1921, as amended, 25 U.S.C. § 13.

### ARTICLE II. STATEMENT OF WORK

D.7.a. Section D.7. is hereby amended and restated in its entirety as follows:

D.7. 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.8. Provide data on CESU projects to the CESU Network National Office and/or Host University in accordance with CESU Network Council guidelines as posted on the CESU Network website (www.cesu.org).

### ARTICLE III. TERM OF AGREEMENT

- A.1. The effective date of the Rocky Mountains CESU Cooperative and Joint Venture Agreement is 29 May 2014.
- A.2. The effective date of this Amendment to the Rocky Mountains 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 and 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 Network 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 Network Council and all partners shall receive prior notification of amendments.

### ARTICLE IV. KEY OFFICIALS

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

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

C.22. The technical representative for University of Denver is:

Dr. Robin Tinghitella Assistant Professor Department of Biological Sciences F.W. Olin Hall, Room 102 University of Denver 2190 E Iliff Avenue Denver, CO 80208-9010 Phone: (303) 871-3658 Fax: (303) 871-3471 robin.tinghitella@du.edu

C.23. The technical representative for Front Range Community College is:

Jennifer Lee Natural Resources Program Coordinator Larimer Campus Front Range Community College 4616 S Shields Street Fort Collins, CO 80526 Phone: (970) 204-8253 Jennifer.Lee@frontrange.edu

### ARTICLE V. AWARD

- A.1. Upon signature of all parties to this amendment, the Bureau of Indian Affairs shall commit funds to the Rocky Mountains CESU Host University in furtherance of the CESU Agreement, to be authorized and executed in accordance with CESU Network Council annual Host University coordination support guidelines.
- 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 Agreement:

### U.S. DEPARTMENT OF THE INTERIOR

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

### U.S. DEPARTMENT OF AGRICULTURE

- G. U.S. Forest Service
- H. Natural Resources Conservation Service

### U.S. DEPARTMENT OF DEFENSE

- I. U.S. Army Corps of Engineers Civil Works
- J. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment
- K. The University of Montana Missoula (HOST)
- L. Colorado State University
- M. Montana State University
- N. Salish Kootenai College
- O. University of Colorado at Boulder

- P. University of Colorado Denver
- Q. University of Idaho
- R. University of Wyoming
- S. Utah State University
- T. Washington State University
- U. University of Northern Colorado
- V. The Governors of the University of Calgary
- W. Metropolitan State University of Denver
- X. Little Big Horn College
- Y. Northwest College
- Z. University of Utah
- AA. Blackfeet Community College
- BB. Chief Dull Knife College
- CC. University of Waterloo
- DD. Wildlife Conservation Society
- EE. Boise State University
- FF. Western State Colorado University
- GG. University of Denver
- HH. Front Range Community College

A. Bureau of Land Management

Jon Raby

Acting State Director

Brittney Linford Grants Management Officer

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B. U.S. Bureau of Reclamation

Cindsey Nafis U Grants and Cooperative Agreements Specialist

C. U.S. Geological Survey

Sherri Ly Bredesen Contracting Officer

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D. National Park Service

Andrew E. Lubner **Contracting Officer** 

Kelvin A. Delaney Financial Assistance Officer

Date

5/11/2017 Date

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E. U.S. Fish and Wildlife Service



Digitally signed by GREGORY WATSON Date: 2017.08.23 11:07:39 -06'00'

Greg Watson Chief, Office of Landscape Conservation

F. Bureau of Indian Affairs

Hete Director Bureau Department of the Interior

9/19/17

C

Jo Ann Metcalfe Boom Schoellkghf Grants Management Specialist

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G. U.S. Forest Service

sh thip John Phipps

2017

Station Director, Rocky Mountain Research Station

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

Grants and Agreements Specialist

4-24-17

Date

H. Natural Resources Conservation Service

RAFACL Q. GUTRATIO RAFAEL GUERRERO

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

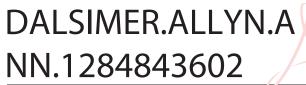
I. U.S. Army Corps of Engineers - Civil Works

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Chelsea Whitten Lead Contract Specialist ERDC Contracting Office Digitally signed by WHITTEN.CHELSEA.M.1139493768 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=WHITTEN.CHELSEA.M.1139493768 Date: 2017.04.13 12:05:31 -05'00'

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



Alison A. Dalsimer Director, DoD Natural Resources Program

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K. UNIVERSITY OF MONTANA – MISSOULA (HOST)

Digitally signed by Judy fution Smarting Fredenberg Date: 2017.04.28 14:53:21 -06'00'

Judy Fredenberg Assistant Vice President for Research and Federal Relations 4/28/17

L. Colorado State University

n David B. Doty

<u>5/9/17</u> Date

Associate Director, Sponsored Programs

M. Montana State University

Renee A. Reijo Pera, Ph.D. Vice President for Research

N. Salish Kootenai College

Jandra Boham -Robert DePoe, 111 President Dr. Sandra Boham

2-11-17

Date

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O. University of Colorado at Boulder

DocuSigned by: Dinitta Ward

4/11/2017

Deputy Director, Office of Contracts and Grants

P. University of Colorado Denver

Tell 1

Thomas Keith Contracts Manager, Office of Grants and Contracts

Q. University of Idaho



Deborah N. Shaver Director, Office of Sponsored Programs

sm 4-19-2017

digital signature

R. University of Wyoming

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William A. Gern Vice President for Research and Economic Development

4/18/17

S. Utah State University

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Kevin Peterson, JD Executive Director, Sponsored Programs

<u>04/11/17</u>

T. Washington State University

5/10/17

Dan Nordquist Associate Vice-President, Research Support & Operations

Date

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U. University of Northern Colorado

Robert P. Houser, Ph.D. AVP for Research & Sponsored Programs

4/19/2017

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V. The Governors of the University of Calgary

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John Reynolds Director, Research Services

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W. Metropolitan State University of Denver

Jason R. Janke

Jason Janke Professor, MSU Denver's CESU representative 4/12/17

X. <del>W</del>. Little Big Horn College

Sill

David Small Dean of Administration

<u>5-9-17</u> Date Date

Rocky Mountains CESU Agreement 2014-2019

Y. Northwest College

4/2/17 Date

Ronda Peer Stefani Hieswa Dean of Extended Campus President

Z. University of Utah

MOSM fu BB Brent K. Brown, Esq.

<u>4-19-17</u> Date

Breht K. Brown, Esq. Director, Office of Sponsored Projects

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AA. Blackfeet Community College

Dr. Billie Jo Kipp President

5-1-17 Date

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BB. Chief Dull Knife College

President

Sfillelon Dr. Richard Littlebear

06/01/17 Date

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CC. University of Waterloo

D.G. Dixon Vice President, University Research

MAY 0 8 2017 MAY 0 8 2017 Date

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DD. Wildlife Conservation Society

Jeff Burrell

Digitally signed by Jeff Burrell DN: cn=Jeff Burrell, o=WCS, ou=Americas Program, email=jburrell@wcs.org, c=US Date: 2017.04.24 15:26:29 -06'00'

Amanda Hardy Assistant Director, North American Program 4/24/2017

EE. Boise State University

Matt S. Smith

Karen R. Henry, Executive Director, Office of Sponsored Programs

4/19/2017

Date

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FF. Western State Colorado University

Dr. William L. Niemi Vice President for Academic Affairs

5.17. Date

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GG. University of Denver

Gerald Mauck Assistant Controller-Research Administration

HH. Front Range Community College

Ju

Andrew Dorsey President

<u>8/25/17</u> Date

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