

University of California  
Office of the President

Vice President—  
Research & Graduate Studies

Research Administration Office

# Memo

## Operating Guidance

No. 08 - 09  
October 2, 2008

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### CONTRACT AND GRANT OFFICERS

**Subject:** Californian Cooperative Ecosystems Studies Unit Cooperative and Joint Venture Agreement – July 1, 2008

The attached California Cooperative Ecosystems Studies Unit (CESU) Cooperative and Joint Venture Agreement replaces the previous CESU Agreement which ended July 1, 2008, issued with Contract and Grant Operating Guidance Memos 03-07, 03-07S1 and 03-07S2. The CESU members, agreement terms, and administrative procedures remain the same as those described in these memos.

### BACKGROUND

The Californian Cooperative Ecosystems Studies Unit (CESU) is associated with a national network of CESUs. The CESUs have been established to provide research, technical assistance, and education to federal land management, environmental and research agencies, and their potential partners. The CESU is cooperative in that multiple federal agencies and universities are among the partners in this program. Ecosystem studies involve the biological, physical, social, and cultural sciences needed to address resource issues and interdisciplinary problem solving at multiple scales and in an ecosystem context. Resources encompass natural and cultural resources.

Participating federal agencies will provide scientific staff, administrative support funds (for assistance beyond the basic support provided by the universities), and project funds for specific research projects and technical assistance. Federal agencies will contribute research scientists and/or other professionals to be located and working at the University. Federal personnel are supervised and supported by their respective agencies, through existing administrative systems.

The following entities are partners in the California CESU:

#### DEPARTMENT OF THE INTERIOR

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

#### DEPARTMENT OF AGRICULTURE

U.S. Forest Service  
Natural Resources Conservation Service

#### NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

\*Note: The addressees above represent the standard distribution of Contract and Grant Memos. Additional addressees, if any, may be added based on the subject of the Memo. See cc's.

DEPARTMENT OF DEFENSE  
Office of the Deputy Under Secretary of Defense  
(Installations and Environment)

UNIVERSITY OF CALIFORNIA (HOST)  
(UC-Berkeley, UC-Davis, UC-Irvine, UC-Los Angeles, UC-Merced,  
UC-Riverside, UC-San Diego, UC-Santa Barbara, UC-Santa Cruz)  
SAN FRANCISCO STATE UNIVERSITY  
CALIFORNIA STATE UNIVERSITY, FRESNO  
CALIFORNIA STATE UNIVERSITY, LOS ANGELES  
CAL POLY CORPORATION, CALIFORNIA POLYTECHNIC STATE UNIVERSITY  
CSU, CHICO RESEARCH FOUNDATION, CALIF. STATE UNIVERSITY, CHICO  
HUMBOLDT STATE UNIVERSITY  
CALIFORNIA STATE UNIVERSITY, NORTHRIDGE  
CALIFORNIA STATE UNIVERSITY, STANISLAUS

While Office of the President signs for the University of California, the Host University, the Berkeley campus College of Natural Resources is the administrative lead for the Californian CESU.

## IMPLEMENTATION

The purpose of the CESUs is to create additional opportunities for interdisciplinary and multi-agency research, technical assistance, and education, and to do so with minimum administrative procedures. The Californian CESU Cooperative and Joint Venture Agreement will operate much like a Master Agreement. Individual projects funded under the CESU will not reiterate general terms.

Any of the participating partners may submit a proposal to a federal agency under the CESU so long as the project fits within the CESU objectives and federal cooperative participation can be demonstrated.

### Administrative Procedures:

1. The effective date of this Agreement is July 1, 2008. It runs for five years until June 30, 2013.
2. Proposals for individual projects should be submitted directly to the sponsoring federal agency. A federal agency participant may also initiate proposal discussions with a particular researcher.
3. Proposals must contain, at minimum, a scope of work (SOW), budget, and budget narrative. Additional documentation may be required by the sponsoring agency. The SOW must clearly outline **the substantial participation of both university and the federal agency in the project.**
4. Funding for specific projects under the CESU is processed in accordance with agency specifications via the execution of a "modification" or "task order." Please note that agencies may use different terms for what are essentially task orders under this Master Agreement. The use of the term "modification" is generally used. Attached is a sample modification, although federal sponsors may use a variation of the sample.

5. Each federal participating agency has its own agreement number for the Californian CESU. They will issue "modifications" to their own agreement number.

Bureau of Land Management: BLM # BAA08011

Bureau of Reclamation: USBR# 3FC810873

U.S. Geological Survey: USGS # 08HQAG0132

National Park Service: NPS # H8C07080001

U.S. Fish & Wildlife Service: USFWS # 81332-8-J005

U.S. Department of Agriculture Forest Service: USDA FS # 08-JV-11272150-052

Natural Resources Conservation Service: NRCS # A-3A75-8-69

National Aeronautics and Space Administration: NASA # NCC2-1403

Dept. of Defense Installation&Environ: DOD OSD (I&E) # W912DY-08-2-0029

6. Projects executed under this Agreement may be subject to additional specific terms and conditions as noted by the funding agency, but the general terms of the Californian CESU should not be altered in individual projects.
7. Projects performed under this Agreement will be subject to indirect cost recovery of 17.5% of total direct costs for all federal CESU sponsors, except the U.S. Department of Agriculture-Forest Service, which is prohibited by law from paying indirect costs. Indirect costs class waiver number 02R-150 is applicable to CESU funded projects.
8. The 17.5% overhead limit applies to total direct costs whether they are incurred by a partner, or by a subcontractor. When a subcontract is contemplated, the 17.5% will apply to the subcontractor's total direct cost. The CESU partner making the subcontract is not allowed to charge 17.5% on the first \$25,000 of the subcontract as normally permitted by OMB Circular No. A-21.
9. The SOW must clearly outline **the substantial participation of both University and the federal agency** in the project. Projects that do not adequately demonstrate collaboration and active participation of both University and agency personnel should not be executed under this Californian CESU Agreement. If an agency decides to fund a project that does not meet the Cooperative Agreement criteria, it should be funded via a direct grant from the agency.
10. In accordance with the terms of this Agreement, the Host University must maintain a record of all projects executed under the CESU. **Copies of all projects executed under this Agreement must be provided to the Californian CESU Administrative Office:**

c/o University of California  
College of Natural Resources  
ATTN: David Diaz  
Californian CESU Administrative Office  
101 Giannini Hall, MC # 3100  
Berkeley, CA 94720-3100

Or by email attachment to: [dvdiaz@nature.berkeley.edu](mailto:dvdiaz@nature.berkeley.edu)

11. Projects will be executed by the Sponsored Projects Office at the Principal Investigator's home campus and that office will function as the office of record for each project executed under the Agreement.
12. Funding will be awarded directly to that campus and the campus will be responsible for all financial and technical reporting requirements relating to its project.
13. Each project will be set up as a new project under the Agreement and will be assigned a fund number specific to the project.

Additional information about the CESU can be found on-line at <http://www.cesu.org/>. Questions regarding the California CESU may be directed to the California CESU Administrative Office at UC Berkeley College of Natural Resources, David Diaz, (510) 643-7530.

Refer: David Diaz  
(510) 643-7530  
[dvdiaz@nature.berkeley.edu](mailto:dvdiaz@nature.berkeley.edu)

Cancel: C&G Memos:  
03-07, 03-07S1 and 03-07S2

Lourdes DeMattos  
(510) 987-9850  
[Lourdes.DeMattos@ucop.edu](mailto:Lourdes.DeMattos@ucop.edu)



Lourdes G. DeMattos  
Research Administrator

Attachments  
CESU Agreement (7/1/08)  
[modtemplate1.pdf](#)

BLM # BAA 08 0011  
USBR # 3FC810873  
USGS # 08HQAG0132  
NPS # H8C07080001  
USFWS # 81332-8-J005  
USDA FS # 08-JV-11272150-052  
NRCS # A-3A75-8-69  
NASA # NCC2-1403  
DOD OSD (I&E) # W912DY-08-2-0029

**CALIFORNIAN  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT VENTURE AGREEMENT**

**between**

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

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

**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION**

**DEPARTMENT OF DEFENSE  
Office of the Deputy Under Secretary of Defense  
(Installations and Environment)**

**and**

**UNIVERSITY OF CALIFORNIA (HOST)  
(UC-Berkeley, UC-Davis, UC-Irvine, UC-Los Angeles, UC-Merced,  
UC-Riverside, UC-San Diego, UC-Santa Barbara, UC-Santa Cruz)  
San Francisco State University  
California State University, Fresno  
California State University, Los Angeles  
Cal Poly Corporation, California Polytechnic State University  
CSU, Chico Research Foundation, California State University, Chico  
Humboldt State University**

**California State University, Northridge**  
**California State University, Stanislaus**

**ARTICLE I. BACKGROUND AND OBJECTIVES**

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, Bureau of Reclamation, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, USDA Forest Service, Natural Resources Conservation Service, National Aeronautics and Space Administration, and Office of the Deputy Under Secretary of Defense (Installations and Environment) (hereinafter called Federal Agencies), and the University of California and its partner institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Californian Cooperative Ecosystem Studies Unit (CESU). This continuation of the Californian CESU is implemented by mutual consent of the parties and is consistent with the prior Agreement and the express intent of the request for proposals for that Agreement. The Californian CESU is associated with a national network of CESUs.
- B. The objectives of the Californian Cooperative Ecosystem Studies Unit are to:
- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
  - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
  - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. 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 Californian CESU to assist in providing research, technical assistance and education.
- D. The Bureau of Reclamation (hereinafter called USBR) manages, develops, and protects water and related resources in an environmentally and economically sound manner in the interest of the American public (43 U.S.C. Chapter 12). USBR is

authorized to enter into certain cooperative agreements in accordance with the authority delegated in 255 DM 14.1, which states, "The Commissioner, Bureau of Reclamation, is delegated so much of the authority of the Secretary under the Fish and Wildlife Coordination Act, 16 U.S.C. 661 et seq., as is necessary to provide assistance, through grants or cooperative agreements, to public or private organizations for the improvement of fish and wildlife habitat associated with water systems or water supplies affected by Reclamation projects." The following types of agreements as they relate to fish and wildlife habitat associated with water systems or water supplies affected by Reclamation projects are authorized, especially as they relate to State-Federal cooperation and coordination: protection, maintenance, and development of fish and wildlife habitat; fish and wildlife reintroduction and propagation; research and other field study programs including those involving the taking or possession of fish and wildlife; fish and wildlife resource inventories and data collection; education programs; toxicity/mortality investigations and monitoring; animal damage management; endangered and threatened species; habitat preservation; management activities involving fish and wildlife; and disposition of fish and wildlife taken in conjunction with the activities listed herein. In accordance with this authority, the USBR is authorized to enter into a cooperative agreement to establish the Californian CESU to assist in providing research, technical assistance and education.

- E. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. In accordance with 43 U.S.C. 36d, 16 U.S.C.1a-2j, 16 U.S.C. 5933, and Secretarial Order No. 3202, the USGS is authorized to enter into this cooperative agreement to continue the Californian 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 Californian CESU to assist in providing research, technical assistance and education.
- G. The USDA Forest Service (hereinafter called USDA FS) 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 USDA FS is authorized to enter into a joint venture agreement to establish the Californian CESU to assist in providing research, technical assistance, and education.

- H. Among the National Aeronautics and Space Administration's (hereinafter called NASA) missions is the utilization of aeronautical and space activities for scientific purposes, encompassing research designed to expand knowledge of the Earth, its resources, and the effects of climatic change on the transformation of its ecological systems. In addition, NASA is responsible for the environmental stewardship of the land, water, and wildlife resources under its control. In accordance with Section 203(c) of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. 2473(c), NASA is authorized to enter into a cooperative agreement to establish the Californian CESU to assist in providing research, technical assistance and education.
- I. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, animal, plant, air and human resources. NRCS scientists and technical specialists identify appropriate technologies in research and development and transfer them to field staff for implementation. Under section 714 Of P.L. 106-387, 7 U.S.C. 6962a, NRCS is authorized to enter into this cooperative agreement establishing the Californian CESU to assist in providing research, technical assistance and education.
- J. The U.S. Fish and Wildlife Service (hereinafter called USFWS) working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through Federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, and inland sport fisheries. In accordance with 16 U.S.C. 742f, the USFWS is authorized to enter into the cooperative agreement establishing the Californian CESU to assist in providing research, technical assistance and education.
- K. The Department of Defense (hereinafter called DoD) manages nearly 29 million acres of land, and the natural and cultural resources found there, and for this agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DoD's primary mission is national defense. DoD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DoD environmental stewardship activities are authorized under the Sykes Act, as amended. In accordance with one or more of the following: 16 U.S.C. 670c-1, 10 U.S.C. 2358, 10 U.S.C. 2384, 10 U.S.C. 2394, and P.L. 103-139 (FY 94 NDAA page 107 Stat. 1422), the DoD is authorized to enter into this cooperative agreement to establish the Californian CESU to assist in providing research, technical assistance, and education.
- L. The University of California (hereinafter called Host University) participates in the Californian CESU through its nine campuses (Berkeley, Davis, Irvine, Los Angeles, Merced, Riverside, San Diego, Santa Barbara, Santa Cruz). The University of



California, Berkeley is the administrative lead for the Host University. The University of California is an educator of students. Equally important, however, has been the University's role as a problem solver. From its earliest days, the University of California has been the public's resource in addressing the pressing issues and challenges of the day and of the future. The public has rightly expected UC to make a difference through its wealth of knowledge, its resources for analysis and research, and its capacity for innovation. Since its inception in 1868, the University has made a profound difference in the lives of all Californians by providing real world solutions to the state's most pressing needs. As the needs and problems of an increasingly diverse state become more sophisticated and complex, the dedicated men and women of UC continue turning their research into real world solutions.

- M. The partner institutions to the Host University include San Francisco State University; California State University, Fresno; California State University, Los Angeles; Cal Poly Corporation, California Polytechnic State University; CSU, Chico Research Foundation, California State University, Chico; Humboldt State University; California State University, Northridge; and California State University, Stanislaus (hereinafter called Partner Institutions).

## **ARTICLE II. STATEMENT OF WORK**

A. Each Federal Agency agrees to:

1. Provide administrative assistance, as appropriate, necessary to execute this Agreement and subsequent modifications;
2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Californian CESU objectives to the extent allowed by each Federal Agencies' authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;
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 Californian 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, in accordance with the respective policies of the Host

University or Partner Institutions, and as specifically determined in modifications to the Agreement; and

10. Be individually responsible for their agency's role in administering the Agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Continue, in consultation with the Federal Agencies and Partner Institutions, the Californian CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Californian CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Californian CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Federal Californian 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, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Californian CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Californian 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 Californian 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 Californian CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
3. Encourage students and employees to participate in the activities of the Californian CESU.

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

1. Maintain the Californian CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan FY2004-2008*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a Californian CESU role and mission statement;
3. Operate under a multi-year strategic plan;
4. Issue individual funding documents, in accordance with each agency's procedures, to this Agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
  - (a) the proposed work;
  - (b) the project contribution to the objectives of the CESU;
  - (c) the methodology of the project;
  - (d) the substantial involvement of each party;
  - (e) the project budget and schedule;
  - (f) the specific 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, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

### **ARTICLE III. TERM 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 July 01, 2008. Parties will have until July 01, 2008 to sign this Agreement and thereby express their intent to continue participation in the Californian CESU; parties that do not sign this Agreement by July 01, 2008 will not be participants in the Californian CESU.
- 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 Californian 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, except in cases described in Article III. C.1.
  - C.1. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, each Partner Institution and Federal Agency currently participating in this Agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has

not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.

- D. For the purposes of this Agreement, modifications or task agreements are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad agreement. Modifications or task agreements will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency Agreement is required to facilitate transfer of funds from one federal agency to another federal agency.
- F. The expiration of this Agreement will not affect the validity or duration of projects which have been initiated under this Agreement prior to such expiration.

#### **ARTICLE IV. KEY OFFICIALS**

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

- 1. Bureau of Land Management  
Christina Lund  
California State Office  
2800 Cottage Way, Room W-1834  
Sacramento, CA 95825-1886  
Phone: 916-978-4638  
Fax: 916-978-4630  
Christina\_Lund@ca.blm.gov
- 2. Bureau of Reclamation  
John Jordan  
Economist  
U.S. Bureau of Reclamation, MP-740  
2800 Cottage Way  
Sacramento, CA 95825  
Phone: 916-978-5087  
Fax: 916-978-5094  
jjordan@mp.usbr.gov
- 3. U.S. Fish and Wildlife Service  
Kim Webb  
Project Leader  
US Fish and Wildlife Service  
4001 N Wilson Way

Stockton, CA 95205  
Phone: 209-946-6400 x311  
Fax: 209-946-6355  
Kim\_Webb@fws.gov

4. U.S. Geological Survey

Dr. Tom Suchanek  
Research Manager  
U.S. Geological Survey  
Western Ecological Research Center  
3020 State University Drive East, Suite 3006  
Sacramento, CA 95819  
Phone: 916-278-9573  
Fax: 916-278-9475  
tsuchanek@usgs.gov

5. National Park Service

James Shevock  
Research Coordinator  
National Park Service  
University of California, Berkeley  
337 Mulford Hall, MC# 3114  
Californian Cooperative Ecosystem Studies Unit (CA CESU)  
Berkeley, CA 94720-3114  
Phone: 510-643-0665  
jshevock@nature.berkeley.edu

6. USDA Forest Service

Dr. Larry A. Rabin.  
Coordinator of Research Planning and Reporting  
Pacific Southwest Research Station  
US Forest Service  
1731 Research Park Drive  
Davis, CA 95618  
Phone: 530-759-1722  
Fax: 530-756-1409  
lrabin@fs.fed.us

and

Peggy O'Connell  
USDA Forest Service, Region 5  
Eldorado National Forest  
100 Forni Road  
Placerville, CA 95667  
Phone: 530-621-5204

Fax: 530-621-5297  
poconnell01@fs.fed.us

7. Natural Resources Conservation Service  
Lillian Woods, National Technology Support Coordinator  
Acting National CESU Coordinator  
USDA - Natural Resources Conservation Service  
P.O. Box 2890  
Room 6227-S  
Washington, DC 20013  
Phone: 202-690-2010  
Fax: 202-720-4839  
Lillian.Woods@wdc.usda.gov
8. National Aeronautics and Space Administration  
Dr. Ann Clarke  
Chief, Environmental Division  
NASA Ames Research Center (MS 237-14)  
Moffett Field, CA 94035  
Phone: 650-604-2350  
Ann.Clarke@nasa.gov
9. Department of Defense  
Dawn M. Lawson  
Sr. Natural Resources Specialist  
Naval Facilities Engineering Command Southwest  
1220 Pacific Hwy  
San Diego, CA 92132  
Phone: 619-532-4747  
Fax: 619-532-4160  
dawn.lawson@navy.mil

B. The technical representatives for the Host University are:

Dr. Steve Beissinger  
A. Starker Leopold Chair in Wildlife Biology and  
Professor of Conservation Biology  
Department of Environmental Science, Policy & Management  
Division of Ecosystem Sciences  
137 Mulford Hall, #3114  
University of California  
Berkeley, CA 94720-3114  
Phone: 510-643-3038  
Fax: 510-643-3946  
beis@nature.berkeley.edu

David Diaz, CESU Academic Coordinator  
College of Natural Resources  
University of California, Berkeley  
101 Giannini Hall MC # 3100  
Berkeley, CA 94720-3100  
Phone: 510-643-7530 or 510-642-7171  
Fax: 510-642-4612  
dvdiaz@nature.berkeley.edu

C. The technical representatives for the Partner Institutions are:

1. San Francisco State University  
Dr. Gretchen LeBuhn  
Assistant Professor, Department of Biology  
San Francisco State University  
1600 Holloway Avenue  
San Francisco, CA 94132  
Phone: 415-405-0729  
Fax: 415-405-0729  
lebuhn@sfsu.edu
2. California State University, Fresno  
Dr. C. John Suen  
Professor of Earth and Environmental Science  
Chief for Hydrogeology Studies  
California Water Institute, M/S OF-18  
California State University, Fresno  
Fresno, CA 93740  
Phone: 559-6072 x207  
Fax: 559-298-3576  
johns@csufresno.edu
3. California State University, Los Angeles  
Dr. Carlos Robles  
Director, CEA-CREST (Center for Environmental Analysis-Centers for Research  
Excellence in Science and Technology)  
California State University at Los Angeles  
Los Angeles, CA 90032-8201  
Phone: 323-343-2067  
Fax: 323-343-5795  
crobles@CalStateLA.edu
4. Cal Poly Corporation, California Polytechnic State University  
Dr. Douglas D. Piirto

Department Head, Natural Resources Management Department  
California Polytechnic State University  
San Luis Obispo, CA 93407  
Phone: 805-756-2968  
Fax: 805-756-1402  
dpiirto@calpoly.edu

5. CSU, Chico Research Foundation, California State University, Chico

Dr. Katie Milo  
Vice Provost for Research  
Office of Sponsored Programs  
California State University, Chico  
Chico, CA 95929-0870  
Phone: 530-898-5700  
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kmilo@csuchico.edu

6. Humboldt State University

Dr. James H. Howard  
Dean, College of Natural Resources and Sciences  
Humboldt State University  
1 Harpst Street  
Arcata, CA 95521-8299  
Phone: 707-826-3256  
Fax: 707-826-3562  
cnrsdean@humboldt.edu

7. California State University, Northridge

Dr. Paul Wilson  
Professor, Department of Biology  
California State University  
Northridge, CA 91330-8303  
Phone: 818-677-2937  
Fax: 818-677-2034

and

Scott Perez  
Director, Research and Sponsored Projects  
California State University, Northridge  
18111 Nordhoff Street  
Northridge, CA 91330-8232  
Phone: 818-677-2901  
Fax: 818-677-4691

8. California State University, Stanislaus



Dr. Patrick A. Kelly  
Professor of Zoology and Coordinator  
Endangered Species Recovery Program (ESRP)  
California State University, Stanislaus  
One University Circle  
Turlock, CA 95382  
Phone: 559-453-1103  
Fax: 559-453-1227  
pkelly@esrp.csustan.edu

#### **ARTICLE V. AWARD**

- A. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, any newly joining Federal Agency partner will obligate \$10,000 to award to the Host University to carry out this Agreement. For the Federal Agency partners listed under Article I. A., no further financial obligation is required.
- B. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, and specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 14 CFR Part 1260 (National Aeronautics and Space Administration), and 22 CFR Part 518 (Department of Defense).
- C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications.
  - C.1. Exception 1: The USDA 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 USDA FS cost-sharing requirements of 20% of total project costs.
  - C.2. Exception 2: The NRCS indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 708 of P.L. 108-199.
  - 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 to the Agreement.
- D. Award of additional funds or in-kind resources will be made through modifications to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to the Agreement shall be kept on file with the Host University.

- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.
- F. The expiration of this Agreement will not affect the validity or duration of projects which have been initiated under this Agreement prior to such expiration.

#### **ARTICLE 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), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration), and 22 CFR Part 518 (Department of Defense).

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

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration) establish uniform reporting procedures for financial and technical reporting. Also, in accordance with 22 CFR part 518 (Department of Defense).
- B. As appropriate, the Host University will convene periodic meetings of Californian CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to the Agreement.
- C. A current role and mission statement for the Californian CESU will be agreed to and maintained by all Californian CESU cooperators. Copies of the role and mission statement will be available to all parties to the Agreement.
- D. Annual work plans will be developed to guide the specific activities of the Californian CESU and will:
  - 1. Describe the Californian 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 Californian CESU during the year.

Copies of the annual work plan will be available to all parties to the Agreement.

- E. A current multi-year strategic plan will be maintained to generally guide the Californian CESU. Copies of the strategic plan will be available to all parties to the Agreement.

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

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

## **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), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration). Any party to this Agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

## **ARTICLE X. REQUIRED/SPECIAL PROVISIONS**

### **A. REQUIRED PROVISIONS:**

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with 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 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.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:  
No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction,

or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

#### 6. LIABILITY PROVISION:

##### Governmental Parties

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

To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (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 any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- (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 or 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 of participating Federal Agencies, the Host University, and Partner Institutions, and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion. Federal agencies reserve the right to issue a disclaimer if such a disclaimer is determined to be appropriate.
2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

**ARTICLE XI. DOCUMENTS INCORPORATED BY REFERENCE**

**A. The following are to be incorporated into this Agreement:**

1. DI-2010, Certifications for the Host University 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 – Federal Cash Transactions Report, SF272
4. ATTACHMENT 4 – ACH Payment, SF3881
5. ATTACHMENT 5 – 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. Bureau of Reclamation
- C. US Fish and Wildlife Service
- D. U.S. Geological Survey
- E. National Park Service

U.S. DEPARTMENT OF AGRICULTURE

- F. USDA Forest Service
- G. Natural Resources Conservation Service

H. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

DEPARTMENT OF DEFENSE

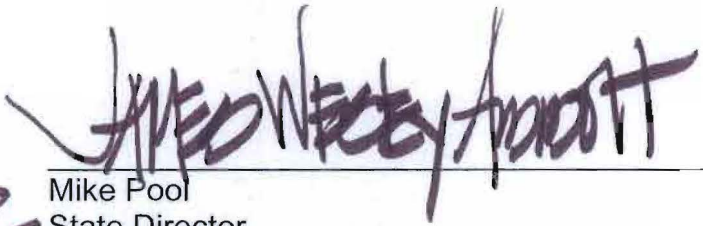
- I. Office of the Deputy Under Secretary of Defense  
(Installations and Environment)

J. UNIVERSITY OF CALIFORNIA (HOST)


- K. San Francisco State University
- L. California State University, Fresno
- M. California State University, Los Angeles
- N. Cal Poly Corporation, California Polytechnic State University
- O. CSU, Chico Research Foundation, California State University, Chico
- P. Humboldt State University
- Q. California State University, Northridge
- R. California State University, Stanislaus

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

*for*   
\_\_\_\_\_  
Mike Pool  
State Director

*06/17/08*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Traci D. Thaler  
Grants Management Officer

*6/17/2008*  
\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B Bureau of Reclamation

  
[Print Name]:  
[Print Title]:

*July 1, 2008*  
Date



**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

C. U.S. Fish and Wildlife Service



Kenneth McDermond  
Deputy Regional Director, Region 8

6-18-07

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. U.S. Geological Survey



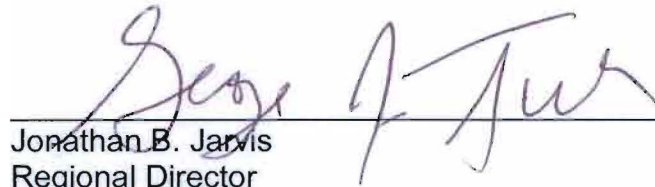
Sherri Ly Bredesen  
Contracting Officer

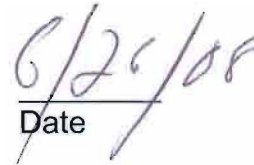


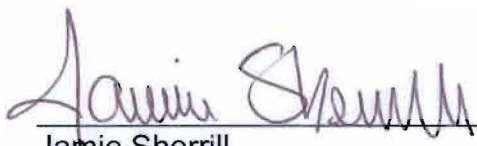
06/26/08  
Date

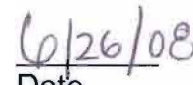
ARTICLE VIII AUTHORIZING SIGNATURES (cont.)

E. National Park Service

  
Jonathan B. Jarvis  
Regional Director

  
Date

  
Jamie Sherrill  
Contracts/Agreements, Team Leader

  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

F. USDA Forest Service



Beth Giron Pendleton  
Acting Station Director, Pacific Southwest Research Station

JUL 01 2008

Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

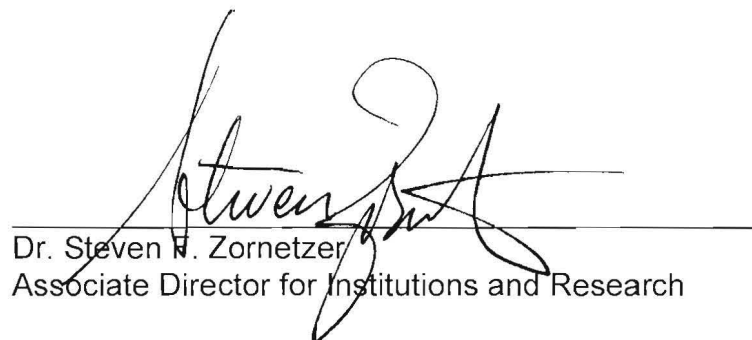
G. Natural Resources Conservation Service

  
Katherine Gugulis  
Deputy Chief for Management

7/1/08  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

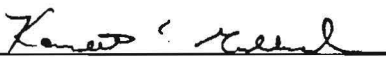
H. National Aeronautics and Space Administration

  
\_\_\_\_\_  
Dr. Steven W. Zornetzer  
Associate Director for Institutions and Research

6/25/08  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

- I. Department of Defense  
Office of the Deputy Under Secretary of Defense  
(Installations and Environment)

  
\_\_\_\_\_  
Kenneth E. Goddard  
Grants Officer  
U.S. Army Engineering and Support Center, Huntsville AL

2/1/08  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

J. University of California, systemwide authorization



Steven V.W. Beckwith  
Vice President for Research and Graduate Studies



Date



**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

K. San Francisco State University

  
\_\_\_\_\_  
Stephen Smith  
Director of Procurement and Contracts

  
\_\_\_\_\_  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

L. California State University, Fresno




\_\_\_\_\_  
Thomas McClanahan  
Associate Vice President for Research & Sponsored Programs

6/12/08  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

M. California State University, Los Angeles

  
\_\_\_\_\_  
Jose L. Galvan  
Dean of Graduate Studies & Research

6-30-08  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

N. Cal Poly Corporation, California Polytechnic State University

Shayle Nakano for Melissa Mullen 6/24/08  
Melissa Mullen Date  
Sponsored Programs Manager Cal Poly Corporation

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

O. CSU, Chico Research Foundation, California State University, Chico



Katie Milo  
Vice Provost for Research

6/12/08  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

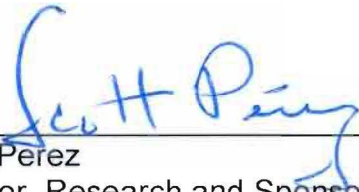
P. Humboldt State University

  
\_\_\_\_\_  
James H. Howard  
Dean, College of Natural Resources and Sciences

6/11/08  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

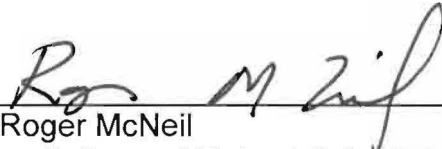
Q. California State University, Northridge

  
\_\_\_\_\_  
Scott Perez  
Director, Research and Sponsored Projects

  
\_\_\_\_\_  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

R. California State University, Stanislaus

  
\_\_\_\_\_  
Dr. Roger McNeil  
Dean, College of Natural Sciences

6/12/08  
Date



# TEMPLATE/EXAMPLE

<b>[ insert biogeographic name ] Cooperative Ecosystem Studies Unit</b> <b>Cooperative Agreement Modification</b> [some federal agencies may use a "task order" or "task agreement," etc. instead of "modification"]		
<b>[ insert agency ]</b>		
MODIFICATION NO.: [ insert # ]	COOPERATIVE AGREEMENT NO.: [insert # ]	EFFECTIVE DATES: __/__/__ through __/__/__
COOPERATOR(S): [ insert contact information ]		
PROJECT TITLE: [ insert title ]		
FISCAL YEAR FUNDING: [ insert FY# ]	ACCOUNT #: [ insert # ]	NOT TO EXCEED: [ insert \$ ]
PROJECT ABSTRACT: [ Insert short description of project. ]		
<p>SCOPE OF WORK:</p> <p><b>[ Provide or attach a brief explanation of the following:</b></p> <p><b>(a) the proposed work and what is being modified in the Cooperative Agreement;</b></p> <p><b>(b) the project contribution to the objectives of the CESU;</b></p> <p><b>(c) the methodology of the project;</b></p> <p><b>(d) the substantial involvement of each party;</b></p> <p><b>(e) the project budget and schedule; and</b></p> <p><b>(f) the specific deliverables.</b></p> <p><b>All other terms and conditions remain the same.]</b></p>		
<p>This Modification is subject to all the provisions included in the Cooperative Agreement, dated [ insert date ].</p> <p>[ insert coordinator(s) ]: [ insert agency ]:</p>  <p>[insert appropriate name(s) &amp; title(s) ] _____ DATE [insert appropriate name(s) &amp; title(s) ] _____ DATE</p> <p style="text-align: center;"><i>Use as many signature blocks as needed.</i></p>		

*Attach any supporting material as necessary.*