

**NORTH ATLANTIC COAST
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**AMENDMENT THREE TO
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

**Narragansett Indian Tribal Historic Preservation Office (NITHPO)
on behalf of the Narragansett Indian Tribe**

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

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

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

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

and

UNIVERSITY OF RHODE ISLAND (HOST)

**The Research Foundation of SUNY for Stony Brook University
Rutgers University
University of Maryland Eastern Shore
University of Massachusetts – Amherst
Maryland Coastal Bays Program
The University of Maine
City University of New York
College of the Atlantic
The Research Foundation of State University of New York
for SUNY College of Environmental Science and Forestry**

**Columbia University in the City of New York
University of Massachusetts – Boston
Bates College
Center for Coastal Studies
Cornell University
Northeastern University
Biodiversity Research Institute
Marine Biological Laboratory (MBL)
University of New England
Schoodic Education and Research Center Institute
Harvard University
Manhattan College
University of Connecticut
University of Maryland Center for Environmental Science (UMCES)
Virginia Aquarium & Marine Science Center Foundation, Inc.**

**Adding:
Natural Areas Association
Bryn Mawr College
New Jersey Audubon**

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

ARTICLE I. BACKGROUND AND OBJECTIVES

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

D. 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 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 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 North Atlantic Coast CESU to assist in providing research, technical assistance and education.

- L.2. The Natural Areas Association, Bryn Mawr College, and New Jersey Audubon are hereby included in the North Atlantic Coast CESU as a Partner Institutions.

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 Council guidelines as posted on the CESU Network website (www.cesu.org).

ARTICLE III. TERM OF AGREEMENT

- A.1. The effective date of the North Atlantic Coast CESU Cooperative and Joint Venture Agreement is 19 June 2014.

- A.2. The effective date of this Amendment to the North 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 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 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

D.25. The technical representative for the Natural Areas Association is:

Lisa Smith
Executive Director
Natural Areas Association
125 West Main Street
Ligonier, PA 15658
Phone: (724) 493-4026
lsmith@naturalareas.org

D.26. The technical representative for Bryn Mawr College is:

Dr. Thomas J. Mozdzer
Associate Professor of Biology
Bryn Mawr College
101 N. Merion Ave
Bryn Mawr, PA, 19010
Phone: (610) 526-5098
Fax: (610) 526-5086
tmozdzer@brynmawr.edu

D.27. The technical representative for New Jersey Audubon is:

Dr. David Mizrahi
VP for Research/Monitoring
New Jersey Audubon, Center for Research and Monitoring
600 Route 47 North
Cape May Court House, NJ 08210
Phone: (609) 400-3835
Fax: (609) 861-1651
david.mizrahi@njudubon.org

ARTICLE V. AWARD

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

A. Upon signature of all parties to this Agreement, the CESU Network National Office shall administer support funding to the North Atlantic Coast CESU Host University in furtherance of the Agreement, to be authorized and executed by a modification to the Agreement. The amount of funding shall be determined in accordance with CESU Council annual host institution 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. and C.2. (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. 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.2. 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:

NARRAGANSETT INDIAN TRIBE

- A. Narragansett Indian Tribal Historic Preservation Office (NITHPO) on behalf of Narragansett Indian Tribe

U.S. DEPARTMENT OF THE INTERIOR

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

U.S. DEPARTMENT OF AGRICULTURE

- G. Natural Resources Conservation Service

U.S. DEPARTMENT OF DEFENSE

- H. U.S. Army Corps of Engineers – Civil Works
- I. Office of the Assistance Secretary of Defense for Energy, Installations, and Environment

U.S. DEPARTMENT OF COMMERCE

- J. National Oceanic and Atmospheric Administration

K. UNIVERSITY OF RHODE ISLAND (HOST)

- L. The Research Foundation of SUNY for Stony Brook University
- M. Rutgers University
- N. University of Maryland Eastern Shore
- O. University of Massachusetts – Amherst
- P. Maryland Coastal Bays Program
- Q. The University of Maine
- R. City University of New York
- S. College of the Atlantic
- T. The Research Foundation of State University of New York for SUNY College of Environmental Science and Forestry
- U. Columbia University in the City of New York
- V. University of Massachusetts Boston
- W. Bates College
- X. Center for Coastal Studies
- Y. Cornell University
- Z. Northeastern University
- AA. Biodiversity Research Institute
- BB. Marine Biological Laboratory
- CC. University of New England
- DD. Schoodic Institute at Acadia National Park
- EE. Harvard University
- FF. Manhattan College
- GG. University of Connecticut
- HH. University of Maryland Center for Environmental Science (UMCES)
- II. Virginia Aquarium & Marine Science Center Foundation, Inc.
- JJ. Natural Areas Association**
- KK. Bryn Mawr College**
- LL. New Jersey Audubon**

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

A. Narragansett Indian Tribal Historic Preservation Office (NITHPO) on behalf of
Narragansett Indian Tribe

John B. Brown, III
Narragansett Tribal Medicine Man
and Historic Preservation Officer

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey

Faith Graves
Contracting Officer

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

C. National Park Service

Keith A. Zotti
Chief, Financial Assistance Program
Northeast Region

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

D. U.S. Fish and Wildlife Service

Ward Feurt
Refuge Manager

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

E. Bureau of Ocean Energy Management

Rodney Cluck
Chief, Division of Environmental Sciences

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

F. Bureau of Indian Affairs

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

Date

Brian Schoellkopf
Grants Management Specialist

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

G. Natural Resources Conservation Service

Thomas W. Christensen
Associate Chief for Operations

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

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

Chelsea Whitten
Lead Contract Specialist
ERDC Contracting Office

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

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

Alison A. Dalsimer
Program Manager, DoD Natural Resources

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

J. National Oceanic and Atmospheric Administration

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

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

K. UNIVERSITY OF RHODE ISLAND (HOST)

Winifred C. Nwangwu
Director Sponsored Projects

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

L. The Research Foundation of SUNY for Stony Brook University

Annette DePeitri
Contracts Administrator

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

M. Rutgers University

Casandra Burrows
Acting Assistant Director
Office of Research and Sponsored Programs

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. University of Maryland Eastern Shore

Dr. Juliette B. Bell
President

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

O. University of Massachusetts – Amherst

Nancy E. Stewart
Assistant Director
Grant and Contract Administration

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

P. Maryland Coastal Bays Program

Roman Jesien
Science Coordinator

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Q. The University of Maine

Michael M. Hastings
Director, Office of Research and Sponsored Programs

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

R. The City University of New York

Gillian M. Small
Vice Chancellor for Research

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

S. College of the Atlantic

Darron Collins
President

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

T. The Research Foundation of State University of New York for SUNY College of Environmental Science and Forestry

Joseph Rufo
Campus Operations Manager

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

U. Columbia University in the City of New York

Juliana Powell
Sponsored Projects Administration

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

V. University of Massachusetts Boston

Winston Langley
Provost and Vice Chancellor for Academic Affairs

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

W. Bates College

Joseph Tomaras
Director, Sponsored Programs and Research Compliance

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

X. Center for Coastal Studies

Richard Delaney
President & CEO

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Y. Cornell University

Christine Brown
Grant and Contract Officer
Office of Sponsored Programs

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Z. Northeastern University

Stacy-Ann Christian
Director
Research Administration and Finance

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

AA. Biodiversity Research Institute

David Evers
Executive Director

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

BB. Marine Biological Laboratory

Susan Dahill
Manager, Office of Sponsored Programs

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

CC. University of New England

Nicholas D. Gere
Director of Research Administration

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

DD. Schoodic Institute at Acadia National Park

Mark Berry
President/CEO

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

EE. Harvard University

Webb Brightwell
Grants and Contracts Officer
Office for Sponsored Programs

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

FF. Manhattan College

Dominic Esposito
Director of Grants Administration

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

GG. University of Connecticut

Jeffrey R. Seemann
Vice President for Research

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

HH. University of Maryland Center for Environmental Science

Angela B. Richmond
Director, Office of Research Administration and Advancement

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

II. Virginia Aquarium & Marine Science Center Foundation, Inc.

Susan G. Barco
Research Coordinator

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

JJ. Natural Areas Association

Lisa Smith
Executive Director

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

KK. Bryn Mawr College

Nona C. Smith
Director of Sponsored Research

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

LL. New Jersey Audubon

David Mizrahi
Vice President for Research and Monitoring

Date