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BLM # BLM-CALI-CESU-2018  
BOEM # no number issued  
USBR # no number issued  
FWS # FWS-CALI-CESU-2018  
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USFS # [new number]  
NRCS # 68-3A75-18-502  
NOAA # no number issued  
DOD # no number issued  
USACE # no number issued  
NASA # no number issued

**CALIFORNIAN  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT  
VENTURE AGREEMENT**

**between**

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

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

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

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

**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION**

**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)**

**California State University, Channel Islands  
CSU Chico Research Foundation  
(on behalf of California State University, Chico)  
California State University, Fresno  
CSU Fullerton Auxiliary Services Corporation  
(on behalf of California State University, Fullerton)**

**Humboldt State University  
California State University, Los Angeles  
University Corporation at Monterey Bay (on behalf of CSU Monterey Bay)  
California State University, Northridge  
Cal Poly Pomona Foundation, Inc.  
(on behalf of California State Polytechnic University, Pomona)  
California State University, Sacramento (Sacramento State)  
San Diego State University Research Foundation  
San Francisco State University  
Cal Poly Corporation (on behalf of California Polytechnic State University)  
Sonoma State University  
California State University, Stanislaus  
Carnegie Mellon University  
Occidental College  
University of Southern California School of Architecture  
California Department of Fish and Wildlife  
California Association of Resource Conservation Districts  
California Invasive Plant Council  
The Institute for Bird Populations  
Institute for Wildlife Studies  
Moss Landing Marine Laboratories  
Point Blue Conservation Science  
Santa Barbara Botanic Garden  
San Bernardino County Museum  
San Diego Natural History Museum  
Zoological Society of San Diego (d/b/a San Diego Zoo Global)**

## ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Indian Affairs, Bureau of Land Management, Bureau of Ocean Energy Management, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, U.S. Forest Service, Natural Resources Conservation Service, National Oceanic and Atmospheric Administration, U.S. Department of Defense—Office of the Assistant Secretary of Defense for Energy, Installations, and Environment, U.S. Army Corps of Engineers—Civil Works, and National Aeronautics and Space Administration (hereinafter called Federal Agencies) and the University of California (Host University) 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. Bureau of Indian Affairs. The Bureau of Indian Affairs (hereinafter called 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.

- D. Bureau of Land Management. 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 BLM 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 contracts and cooperative agreements involving the management, protection, development, and sale of public lands; and is thereby authorized to enter into this cooperative agreement to continue the Californian CESU to assist in providing research, technical assistance and education.
- E. Bureau of Ocean Energy Management. The Bureau of Ocean Energy Management (hereinafter called BOEM) oversees the exploration and development of oil, natural gas and other minerals and renewable energy alternatives on the Nation's outer continental shelf. BOEM continues to look for better ways to serve the American people and to ensure that the Nation receives the best value for its resources now and into the future. The program not only supports decisions made within the Department of the Interior, but also provides other Federal regulators, and the coastal states, and local governments with the information necessary to ensure that all stages of offshore energy and mineral activities are conducted in a manner to protect both the human and natural environments. Outer Continental Shelf Lands Act (OCSLA) (43 U.S.C. §§ 1331-1356) Section 1346 mandates the conduct of environmental and socioeconomic studies needed for the assessment and management of environmental impacts on the human, marine, and coastal

environments which may be affected by oil and gas, renewable energy or mineral development. OCSLA Section 1345 authorizes the use of cooperative agreements with affected States to meet the requirements of OCSLA, including sharing of information, joint utilization of available expertise, formation of joint monitoring arrangements to carry out applicable Federal and State laws, regulations, and stipulations relevant to outer continental shelf operations both onshore and offshore. BOEM can enter into cooperative agreements with State offices, and public colleges and universities within the affected states; and is thereby authorized to enter into this cooperative agreement to continue the Californian CESU to assist in providing research, technical assistance and education.

- F. Bureau of Reclamation. The U.S. 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). In accordance with the authority delegated in 255 DM 14.1 (U.S. Department of the Interior, Departmental Manual), which states that the Commissioner 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; and in accordance with the Omnibus Public Land Management Act of 2009 (Pub. L. 111-11), Subtitle F- Secure Water, §§ 9502, 9504, and 9509, the USBR is authorized to enter into a cooperative agreement to continue the Californian CESU to assist in providing research, technical assistance, and education.
- G. U.S. Fish and Wildlife Service. 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, inland sport fisheries, and the National Wildlife Refuge System. In accordance with 16 U.S.C. § 661, 16 U.S.C. § 742(f), and 16 U.S.C. § 753(a), the USFWS is authorized to cooperate with other agencies to assist in providing research, technical assistance, and education; and is thereby authorized to enter into this cooperative agreement to continue the Californian CESU.
- H. U.S. Geological Survey. 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. USGS has authority to enter into this Agreement pursuant to Pub. L. 99-591, that bestows permanent authority on the USGS to “prosecute projects in cooperation with other agencies, Federal, state, and private” (43 U.S.C. § 36(c)), the USGS Organic Act of March 3, 1879, as amended (43 U.S.C. § 31 et seq.), 16 U.S.C. § 1(a)(2)(j), 16 U.S.C. § 1(g), 16 U.S.C. § 5933, and 16 U.S.C. § 753(a) to

continue the Californian CESU to assist in providing research, technical assistance, and education.

- I. National Park Service. 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 Californian CESU to assist in providing research, technical assistance and education.
- J. U.S. Forest Service. The U.S. Department of Agriculture Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable

multiple-use management concept to meet the diverse needs of the people (16 U.S.C. § 1641-1646). In accordance with 7 U.S.C. § 3318(b), the USFS is authorized to enter into a joint venture agreement to assist in providing agricultural research and teaching activities.

- K. Natural Resources Conservation Service. The Natural Resources Conservation Service (hereinafter called NRCS) improves the health of our Nation's natural resources while sustaining and enhancing the productivity of American agriculture (16 U.S.C. §§ 590(a)-(f)). We achieve this by providing voluntary assistance through strong partnerships with private landowners, managers, and communities to protect, restore, and enhance the lands and waters upon which people and the environment depend. NRCS scientists and technical specialists identify appropriate technologies in research, development, and transfer them to field staff for recommending the technologies to America's farmers and ranchers. Under Section 714 of Pub. L. 106-387, 7 U.S.C. § 6962(a), NRCS is authorized to enter into this cooperative agreement to continue the Californian CESU to assist in providing research, studies, technical assistance, and educational services consistent with the mission of the NRCS and the CESU Network.
- L. National Oceanic and Atmospheric Administration. The mission of the National Oceanic and Atmospheric Administration (hereinafter called NOAA) is to understand and predict changes in the Earth's environment and conserve and manage coastal and marine resources to meet our Nation's economic, social, and environmental needs. Authorities to participate in and conduct activities through the Cooperative Ecosystem Studies Units Network include 33 U.S.C. 883e, which gives NOAA the authority to enter into cooperative agreements with States, Federal Agencies, public or private organizations or individuals for authorized surveys or investigations and other specified purposes. In addition, under 16 U.S.C. 661, NOAA has the authority to provide assistance to, and cooperate with, Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat, in controlling losses of the same from disease or other causes, in minimizing damages from overabundant species, among other things. NOAA also has the authority under 15 U.S.C. 2901 et seq., to enter into contracts, grants, or cooperative agreements for climate-related activities. Finally, the Coastal Zone Management Act at 16 U.S.C. 1451 et seq., grants NOAA the authority to coordinate with Federal Agencies and provide financial and technical assistance to states and territories to preserve, protect, develop, and where possible, to restore or enhance, the resources of the Nation's coastal zone for this and succeeding generations, among other things. In accordance with the authorities listed above, NOAA is authorized to enter into this cooperative agreement continuing the Californian CESU to assist in providing research, technical assistance, and educational services.
- M. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment. The U.S. Department of Defense – Office of the Assistant Secretary of Defense for Energy, Installations, and Environment (hereinafter called DOD)

manages 25 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 Sikes 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. § 2694, 10 U.S.C. § 2684, and Pub. L. 103-139 (FY 94 NDAA, page 107 Stat. 1422), DOD is authorized to enter into cooperative agreements with States, nonprofit organizations, academic institutions, and other partners to support research, technical assistance, and educational services consistent with the mission of the DOD and the CESU Network. In accordance with the aforementioned authorities, the DOD is authorized to enter into this Agreement to continue the Californian CESU.

- N. U.S. Army Corps of Engineers–Civil Works. The U.S. Army Corps of Engineers' Civil Works Program (hereinafter called USACE) provides assistance in the development and management of the nation's water resources. The main missions of USACE, i.e., the Corps, are 1) to facilitate commercial navigation, 2) to protect citizens and their property from flood and storm damages, and 3) to protect and restore environmental resources. The Corps carries out most of its work in partnership with Tribal, state, and local governments and other nonfederal entities. The Corps must rely upon using the best available science in the evaluation of water resources needs and in the development of recommendations for water resources management. The university and scientific institutions that comprise the CESU Network have knowledge and expertise of the latest scientific advances that will assist the Corps in reaching sound, scientifically based decisions. In addition, by participating in the CESU, scientists within the Corps will have access to university resources within the CESU Network and be able to interact with colleagues in various scientific disciplines, and thereby further their own professional development. Corps field offices may avail themselves of support from the regional CESUs by collaborating with the Engineer Research and Development Center, who has the authority to enter into cooperative agreements with such CESUs, thus enabling these Corps offices to receive scientific support from regional CESU members. USACE is authorized to cooperate with other agencies in accordance with Title 33 U.S.C. § 2323(a) and 10 U.S.C. § 3036(d). Additionally, USACE may enter into transactions under the authority of 10 U.S.C. § 2371 in carrying out basic, applied, and advanced research projects. In accordance with 10 U.S.C. § 2358, USACE is authorized to enter into this cooperative agreement continuing the Californian CESU.
- O. National Aeronautics and Space Administration. 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 51 U.S.C. § 20113 (e) of the National Aeronautics and Space Act of 1958 (51 U.S.C. § 20101 et seq.), NASA is authorized to enter into a cooperative agreement to establish the Californian CESU to assist in providing research, technical assistance and education.

- P. Host University. 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.
- Q. Partner Institutions. The partner institutions to the Host University include California State University, Channel Islands, CSU Chico Research Foundation (on behalf of California State University, Chico), California State University, Fresno, CSU Fullerton Auxiliary Services Corporation (on behalf of California State University, Fullerton), Humboldt State University, California State University, Los Angeles, University Corporation at Monterey Bay (on behalf of CSU Monterey Bay), California State University, Northridge, Cal Poly Pomona Foundation, Inc. (on behalf of California State Polytechnic University, Pomona), California State University, Sacramento (Sacramento State), San Diego State University Research Foundation, San Francisco State University, Cal Poly Corporation (on behalf of California Polytechnic State University), Sonoma State University, California State University, Stanislaus, Carnegie Mellon University, Occidental College, University of Southern California School of Architecture, California Department of Fish and Wildlife, California Association of Resource Conservation Districts, California Invasive Plant Council, The Institute for Bird Populations, Institute for Wildlife Studies, Moss Landing Marine Laboratories, Point Blue Conservation Science, Santa Barbara Botanic Garden, San Bernardino County Museum, San Diego Natural History Museum, and the Zoological Society of San Diego (d/b/a San Diego Zoo Global) (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 and as available;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate and as available;
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 Service (Pub. L. 96-303) and Standards of Ethical Conduct (5 CFR Part 2635);
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the Agreement; and
10. Be individually responsible for their agency's role in administering the Agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. 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 Californian CESU Federal Agency 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*, 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 project outputs or products.

Note: For BLM, FWS, USFS, and other agencies as appropriate, this Agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate task agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Specifically, this Agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

5. Provide data on CESU projects to the CESU Network National Office and/or host institution in accordance with CESU Council guidelines as posted on the CESU Network National Office website ([www.cesu.org](http://www.cesu.org));
6. 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;
7. Engage in collaborative activities consistent with federal scientific and scholarly integrity directives and policies (e.g., Presidential and OSTP Scientific Integrity Memoranda; DOD Instruction 3200.20; DOI 305 DM 3; USDA DR 1074-001; NOAA AO 202-735D), as appropriate;

8. 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, DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (Department of Defense); and these documents are incorporated into this Agreement by reference.

### **ARTICLE III. TERM OF AGREEMENT**

- A. The effective date of this Agreement shall be 01 July 2018. This Agreement shall be effective for all signatory parties for a period of five (5) years from the effective date. Parties will have until 01 July 2018 to sign this Agreement and thereby express their intent to continue participation in the Californian CESU. Parties that do not sign this Agreement by 01 July 2018 will remain in "inactive" status and ineligible to process new projects under this Agreement until their official signature page has been received.
- 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. Amendments to this Agreement shall be made according to the following provisions:
  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.
  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 guidance, as posted on the CESU Network website ([www.cesu.org](http://www.cesu.org)). All partners shall receive prior notification of amendments.
  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.

- 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 representatives for the Federal Agencies are as follows:

1. Bureau of Indian Affairs

*Technical Representative(s)*

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

*Administrative Representative(s)*

Jo Ann Metcalfe  
Grants Management Specialist  
Bureau of Indian Affairs  
12220 Sunrise Valley Drive  
Reston, VA 20191  
Phone: (703) 390-6410  
[jo.metcalfe@bia.gov](mailto:jo.metcalfe@bia.gov)

James Weigand  
Ecologist  
California State Office  
2800 Cottage Way, Suite W-1623  
Sacramento, CA 95825  
Phone: (916) 978-4656  
[jweigand@blm.gov](mailto:jweigand@blm.gov)

*Administrative Representative(s)*

Leona B. Parker  
Grants Management Officer  
Bureau of Land Management  
Northern California District / Eagle  
Lake Field Office  
2550 Riverside Drive  
Susanville, CA 96130-4710  
Phone: (530) 252-5338  
Fax: (503) 257-4831  
[lparker@blm.gov](mailto:lparker@blm.gov)

2. Bureau of Land Management

*Technical Representative(s)*

3. Bureau of Ocean Energy  
Management

*Technical Representative(s)*

Cathie Dunkel  
Environmental Studies Coordinator  
Bureau of Ocean Energy  
Management  
Pacific OCS Region  
760 Paseo Camarillo, Suite 102  
Camarillo, CA 93010  
Phone: (805) 384-6386  
[catherine.dunkel@boem.gov](mailto:catherine.dunkel@boem.gov)

*Administrative Representative(s)*

Kate Segarra  
Oceanographer  
Division of Environmental Sciences  
Bureau of Ocean Energy  
Management  
45600 Woodland Road  
Sterling, VA 20166  
Phone: (703) 787-1707  
[katherine.segarra@boem.gov](mailto:katherine.segarra@boem.gov)

4. Bureau of Reclamation

*Technical Representative(s)*

Jobaid Kabir, Ph.D., P.E.  
Chief, Decision Analysis Branch  
U.S. Bureau of Reclamation, Mid-  
Pacific Region  
2800 Cottage Way  
Sacramento, CA 95825  
Phone: (916) 978-5091  
[jkabir@usbr.gov](mailto:jkabir@usbr.gov)

*Administrative Representative(s)*

Brenda Davis  
Chief, Contracting Office  
Acquisition Services  
U.S. Bureau of Reclamation, Mid-  
Pacific Region  
2800 Cottage Way, Room E-1815  
Sacramento, CA 95825-1898  
Phone: (916) 978-5130  
[bdavis@usbr.gov](mailto:bdavis@usbr.gov)

5. U.S. Fish and Wildlife Service

*Technical Representative(s)*

Larry A. Rabin, Ph.D.  
Assistant Regional Director,  
Science Applications  
U.S. Fish and Wildlife Service,  
Pacific Southwest Region  
2800 Cottage Way, Suite W-2606 |  
Sacramento, CA 95825-1846  
Phone: (916) 978-6160  
Fax: (916) 414-6486  
[Larry\\_Rabin@fws.gov](mailto:Larry_Rabin@fws.gov)

Cesar Cadena Blanco  
Program Administrator  
Central Valley Project Improvement  
Act  
U.S. Fish and Wildlife Service  
Pacific Southwest Region  
2800 Cottage Way  
Sacramento, CA 95825  
Phone: (916) 978-6190  
[Cesar\\_Blanco@fws.gov](mailto:Cesar_Blanco@fws.gov)

*Administrative Representative(s)*

Jean Lee  
Grants and Agreements Specialist  
Lodi Fish and Wildlife Office  
U.S. Fish and Wildlife Service  
850 S. Guild Ave., Suite 105  
Lodi, CA 95240  
Phone: (209) 334-2968 ext 333  
Fax: (209) 334-2171  
[Jean\\_Lee@fws.gov](mailto:Jean_Lee@fws.gov)

6. U.S. Geological Survey

*Technical Representative(s)*

Miguel Villarreal  
Supervisory Research Geographer  
Western Geographic Science  
Center  
U.S. Geological Survey  
345 Middlefield Road  
Menlo Park, CA 94025

Phone: (650) 329-4261  
Fax: (650) 329-5546  
[mvillarreal@usgs.gov](mailto:mvillarreal@usgs.gov)

*Administrative Representative(s)*

Faith D. Graves  
Grants Specialist  
U.S. Geological Survey  
12201 Sunrise Valley Drive,  
MS205G  
Reston, VA 20192  
Phone: (703) 648-7356  
Fax: (703) 648-7901  
[fgraves@usgs.gov](mailto:fgraves@usgs.gov)

7. National Park Service

*Technical Representative(s)*

Sarah Allen  
Science Program Lead  
National Park Service, Pacific West  
Region  
Californian Cooperative Ecosystem  
Studies Unit  
College of Natural Resources-  
ESPM  
133 Mulford Hall  
University of California Berkeley  
Berkeley, CA 94720-3114  
Phone: (510) 643-0665  
Phone: (510) 541-4241 Mobile  
[Sarah\\_Allen@nps.gov](mailto:Sarah_Allen@nps.gov)

*Administrative Representative(s)*

Lilette Baltodano  
Financial Agreements Officer, PWR  
Lead  
Pacific West Regional Office  
National Park Service  
333 Bush Street, Suite 500  
San Francisco, CA 94104  
Phone: (415) 623-2251  
Cell: (415) 513-2493 Mobile  
Fax: (415) 623-2384  
[Lilette\\_Baltodano@nps.gov](mailto:Lilette_Baltodano@nps.gov)

8. U.S. Forest Service

*Technical Representative(s)*

A.J. Duggan, J.D.  
Research Planning Director  
Pacific Southwest Research Station  
U.S. Forest Service  
800 Buchanan Street  
Albany, CA 94710  
Phone: (510) 883-8836  
Phone: (510) 542-0081  
[aaduggan@fs.fed.us](mailto:aaduggan@fs.fed.us)

*Administrative Representative(s)*

Jennifer R. Jones  
Grants and Agreements Specialist  
Pacific Southwest Research Station  
U.S. Forest Service  
800 Buchanan Street  
Albany, CA 94710  
Phone: (510) 883-8843  
Fax: (510) 883-8858  
[jjones12@fs.fed.us](mailto:jjones12@fs.fed.us)

9. Natural Resources Conservation  
Service

*Technical Representative(s)*

Jacqueline Davis-Slay  
Director, Public and Private  
Partnerships  
Natural Resources Conservation  
Service  
1400 Independence Ave SW  
Room 6203-S  
Washington, DC 20250  
Phone: (202) 690-2009  
[jacqueline.davis-  
slay@wdc.usda.gov](mailto:jacqueline.davis-slay@wdc.usda.gov)

*Administrative Representative(s)*

Christopher Watkins  
Chief, Quality Assurance Branch  
Grants and Agreements Division  
Natural Resources Conservation  
Service



501 West Felix Street, Building 23  
Fort Worth, TX 76115  
Phone: (817) 509-3509  
Fax: (817) 509-3594  
[christopher.watkins@wdc.usda.gov](mailto:christopher.watkins@wdc.usda.gov)

10. National Oceanic and Atmospheric Administration

*Technical Representative(s)*

Kristen Koch  
Director  
Southwest Fisheries Science Center  
National Oceanic and Atmospheric Administration, NOAA Fisheries  
8901 La Jolla Shores Drive  
La Jolla, CA 92037-1508  
Phone: (858) 546-7081  
Fax: (858) 546-7003  
[kristen.c.koch@noaa.gov](mailto:kristen.c.koch@noaa.gov)

Meghan Donahue  
Director, Operations, Management and Information Division  
Southwest Fisheries Science Center  
NOAA/NMFS  
3333 North Torrey Pines Court  
La Jolla, CA 92037  
Phone: (858) 546-7064  
Fax: (858) 546-5655  
[meghan.donahue@noaa.gov](mailto:meghan.donahue@noaa.gov)

*Administrative Representative(s)*

Michael Liddel  
CESU Program Manager  
Acting Branch Chief, Commercial Fishery Statistics  
Office of Science and Technology  
NOAA National Marine Fisheries Service  
1315 East-West Highway, Room 12441  
Silver Spring, MD 20910-3282  
Phone: (301) 427-8139  
[michael.liddel@noaa.gov](mailto:michael.liddel@noaa.gov)

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

*Technical Representative(s)*

Dawn M. Lawson  
Senior Natural Resources Specialist  
Space and Naval Warfare Systems Center Pacific  
53560 Hull Street  
San Diego, CA 92152-5001  
Phone: (619) 553-7585  
Mobile: (760) 415-1981  
Fax: (619) 553-6305  
[dawn.lawson@navy.mil](mailto:dawn.lawson@navy.mil)

Alison A. Dalsimer  
Program Manager  
DoD Natural Resources Program  
4800 Mark Center Drive  
Suite 16G14, Box 56  
Alexandria, VA 22350  
Phone: (571) 372-6893  
Mobile: (571) 215-0840  
[Allyn.A.Dalsimer.civ@mail.mil](mailto:Allyn.A.Dalsimer.civ@mail.mil)

*Administrative Representative(s)*

Kathy Mitchell  
Environmental Resources Planner  
DoD CESU Project Manager  
U.S. Army Corps of Engineers, Fort Worth District, CESWF-PER-EE  
819 Taylor Street, Room 3A12  
Fort Worth, TX 76102-0300  
Phone: (817) 886-1709  
Fax: (817) 886-6499  
[Kathy.S.Mitchell@usace.army.mil](mailto:Kathy.S.Mitchell@usace.army.mil)

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

*Technical Representative(s)*

Alfred F. Cofrancesco  
Technical Director, Civil Works,  
Environmental Engineering and Science

Engineer Research and  
Development Center  
U.S. Army Corps of Engineers  
3909 Halls Ferry Road  
Vicksburg, MS 39180  
Phone: (601) 634-3182  
[Al.F.Cofrancesco@usace.army.mil](mailto:Al.F.Cofrancesco@usace.army.mil)

*Administrative Representative(s)*

Sherry Whitaker  
CESU Program Manager  
Engineer Research and  
Development Center  
U.S. Army Corps of Engineers  
3909 Halls Ferry Road  
Vicksburg, MS 39180  
Phone: (601) 634-2990  
[Sherry.L.Whitaker@usace.army.mil](mailto:Sherry.L.Whitaker@usace.army.mil)

13. National Aeronautics and Space  
Administration

*Technical Representative(s)*

(TBD) Rose Grymes  
Deputy Director, Partnerships  
Directorate

NASA Ames Research Center  
Moffett Field, CA 94035  
Phone: (650) 604-2112  
[rosalind.a.grymes@nasa.gov](mailto:rosalind.a.grymes@nasa.gov)

Tina Norwood  
Environmental Protection Specialist  
Environmental Management  
Division, NASA-HQ  
Mail Code: LD020  
300 E Street SW  
Washington, DC 20546-0001  
Phone: (202) 358-7324  
[tina.norwood-1@nasa.gov](mailto:tina.norwood-1@nasa.gov)

*Administrative Representative(s)*

(TBD) Beatrice Morales  
Grant Officer  
NASA Ames Research Center  
(JAC:241-1)  
Moffett Field, CA 94035-0001  
Phone: (650) 604-2074  
Fax: (650) 604-0912  
[bmorales@mail.arc.nasa.gov](mailto:bmorales@mail.arc.nasa.gov)

B. The representatives for the Host University, University of California, are:

*Technical Representative(s)*

Steve Lindow  
Professor, Executive Associate  
Dean  
College of Natural Resources  
University of California, Berkeley  
101 Giannini Hall, MC # 3100  
Berkeley, CA 94720-3100  
Phone: (510) 642-7171  
[icelab@berkeley.edu](mailto:icelab@berkeley.edu)

Maria Kies  
Host Campus Coordinator  
College of Natural Resources  
University of California, Berkeley  
101 Giannini Hall, MC # 3100

Berkeley, CA 94720-3100  
Phone: (510) 643-1722  
[emkies@berkeley.edu](mailto:emkies@berkeley.edu)

*Administrative Representative(s)*

Lourdes DeMattos  
Associate Director, Research Policy  
Analysis and Coordination  
Office of the President  
University of California  
111 Franklin Street, # 5130  
Oakland, CA 94607-5130  
Phone: (510) 987-9850  
[Lourdes.Demattos@ucop.edu](mailto:Lourdes.Demattos@ucop.edu)

C. The representatives for the Partner Institutions are as follows:

1. California State University, Channel Islands

*Technical Representative(s)*

Donald Rodriguez  
Associate Professor and Chair  
Environmental Science and  
Resource Management Program  
California State University, Channel  
Islands  
Camarillo, CA 93012  
Phone: (805) 437-8494  
Fax: (805) 437-8864  
[Donald.Rodriguez@csuci.edu](mailto:Donald.Rodriguez@csuci.edu)

*Administrative Representative(s)*

Scott Pérez, MA, CRA  
Director of Research and  
Sponsored Programs  
California State University, Channel  
Islands  
One University Drive  
Madera Hall, MDR 1308  
Camarillo, CA 93012  
Phone: (805) 437-8808  
[scott.perez@csuci.edu](mailto:scott.perez@csuci.edu)

2. CSU Chico Research Foundation  
(on behalf of California State  
University, Chico)

*Technical Representative(s)*

Matthew C. Bently, Esq.  
Director of Contracts and  
Development  
Office of Research and Sponsored  
Programs  
25 Main Street, Suite 103  
Chico, CA 95928-5388  
Phone: (530) 898-5700  
Fax: (530) 898-6804  
[mbently@csuchico.edu](mailto:mbently@csuchico.edu)

*Administrative Representative(s)*

Richard J. Tafalla, Ph.D.  
Associate Vice President  
Office of Research and Sponsored  
Programs  
25 Main Street, Suite 103  
Chico, CA 95928-5388  
Phone: (530) 898-5700  
Fax: (530) 898-6804  
[rjtafalla@csuchico.edu](mailto:rjtafalla@csuchico.edu)

3. California State University, Fresno

*Technical Representative(s)*

Steve Blumenshine  
Professor, Department of Biology  
California State University, Fresno  
M/S SB73  
Fresno, CA 93740  
Phone: (559) 278-8770  
Fax: (559) 278-3963  
[sblumens@csufresno.edu](mailto:sblumens@csufresno.edu)

*Administrative Representative(s)*

Ellen Shimakawa  
Director of Sponsored Programs  
California State University, Fresno  
Thomas Administration. Room 126  
5241 N. Maple Avenue, M/S TA 53  
Fresno, CA 93740  
Phone: (559) 278-0863  
[eshimakawa@csufresno.edu](mailto:eshimakawa@csufresno.edu)

Becky Etheridge  
Grants Administrator  
California State University, Fresno  
Thomas Administration. Room 130  
5241 N. Maple Avenue, M/S TA 53  
Fresno, CA 93740  
Phone: (559) 278-0911  
[betheridge@mail.fresnostate.edu](mailto:betheridge@mail.fresnostate.edu)

4. CSU Fullerton Auxiliary Services Corporation (on behalf of California State University, Fullerton)

*Technical Representative(s)*

Jennifer Burnaford  
Department of Biological Science  
College of Natural Sciences and Mathematics  
California State University, Fullerton  
800 North State College Boulevard,  
MH282  
Fullerton, CA 92834-9480  
Phone: (657) 278-2382  
[jburnaford@fullerton.edu](mailto:jburnaford@fullerton.edu)

*Administrative Representative(s)*

Sydney Dawes  
Director, Office of Sponsored Programs  
CSU Fullerton Auxiliary Services Corporation  
1121 N State College Blvd  
Fullerton, CA 92831-3014  
Phone: (657) 278-4103  
[sdawes@fullerton.edu](mailto:sdawes@fullerton.edu)

5. Humboldt State University

*Technical Representative(s)*

Dale Oliver  
Dean, College of Natural Resources and Sciences  
FOR 101  
Humboldt State University  
1 Harpst Street  
Arcata, CA 95521  
Phone: (707) 826-4921  
[dale.oliver@humboldt.edu](mailto:dale.oliver@humboldt.edu)

*Administrative Representative(s)*

Kacie Flynn  
Interim Executive Director,  
Humboldt State University  
Sponsored Programs Foundation

Interim Dean, Office of Research and Sponsored Programs  
1 Harpst Street  
Arcata, CA 95521-8299  
Office: (707) 826-5159  
Fax: (707) 826-4783  
[kacie.flynn@humboldt.edu](mailto:kacie.flynn@humboldt.edu)

6. California State University, Los Angeles

*Technical Representative(s)*

Andres Aguilar  
Department of Biological Sciences  
5151 State University Drive  
California State University, Los Angeles  
Los Angeles, CA 90032-8201  
Phone: (323) 343-2078  
Fax: (323) 343-6451  
[andres.aguilar67@calstatela.edu](mailto:andres.aguilar67@calstatela.edu)

*Administrative Representative(s)*

Jeffrey Underwood  
Associate Vice President for Research  
Office of Research, Scholarship, and Creative Activities  
California State University, Los Angeles  
5151 State University Drive  
Los Angeles, CA 90032  
Phone: (323) 343-3793  
[jeffrey.underwood@calstatela.edu](mailto:jeffrey.underwood@calstatela.edu)

7. University Corporation at Monterey Bay (on behalf of CSU Monterey Bay)

*Technical Representative(s)*

James Lindholm  
James W. Rote Distinguished Professor of Marine Science and Policy  
Director, Institute for Applied Marine Ecology

California State University Monterey Bay  
100 Campus Center, Building 53 (S307)  
Seaside, CA 93955  
Phone: (831) 582-4662  
Fax: (831) 582-4122  
[jlindholm@csumb.edu](mailto:jlindholm@csumb.edu)

*Administrative Representative(s)*

Cindy Lopez  
Director, Sponsored Programs Office  
CSU Monterey Bay  
100 Alumni and Visitor Center  
Seaside, CA 93955  
Phone: (831) 582-3089  
Fax: (831) 582-3305  
[clopez@csumb.edu](mailto:clopez@csumb.edu)

8. California State University, Northridge

*Technical Representative(s)*

Amalie Jo Orme  
Professor, Geography and Environmental Studies  
Faculty Associate, CSUN Institute for Sustainability, Geomatics and UAS Program  
California State University, Northridge  
Northridge, CA 91330-8303  
Phone: (818) 261-2622  
Fax: (818) 677-3864  
[amalie.orme@csun.edu](mailto:amalie.orme@csun.edu)

*Administrative Representative(s)*

Georg Jahn  
Director, Sponsored Programs  
California State University, Northridge  
18111 Nordhoff Street  
Northridge, CA 91330  
Phone: (818) 677-1200 ext 2698  
[gjahn@csun.edu](mailto:gjahn@csun.edu)

9. Cal Poly Pomona Foundation, Inc. (on behalf of California State Polytechnic University, Pomona)

*Technical Representative(s)*

Jayson Smith  
Assistant Professor, Biological Sciences  
California State Polytechnic University, Pomona  
3801 W. Temple Avenue  
Pomona, CA 91768  
Phone: (909) 869-3625  
[jaysonsmith@cpp.edu](mailto:jaysonsmith@cpp.edu)

*Administrative Representative(s)*

Greg W. Howell  
Director of Research and Sponsored Programs  
Office of Research, Innovation, and Economic Development  
Building 1, Room 224  
California State Polytechnic University, Pomona  
3801 West Temple Avenue  
Pomona, CA 91768  
Phone: (909) 869-2954  
[gwhowell@cpp.edu](mailto:gwhowell@cpp.edu)

10. California State University, Sacramento (Sacramento State)

*Technical Representative(s)*

Susan Crawford  
Professor of Physical Chemistry  
Sacramento State  
6000 J Street  
Sacramento, CA 95819-6057  
Phone: (916) 278-6542  
[scrawford@csus.edu](mailto:scrawford@csus.edu)

*Administrative Representative(s)*

David P. Earwicker  
Associate Vice President  
Office of Research Affairs

California State University,  
Sacramento  
6000 J Street- Hornet Bookstore  
Bldg, Suite 3400  
Sacramento, CA 95819-6111  
Phone: (916) 278-3669  
[david.earwicker@csus.edu](mailto:david.earwicker@csus.edu)

11. San Diego State University  
Research Foundation

*Technical Representative(s)*

Rebecca Lewison  
Associate Professor, Biology  
Director, Institute for Ecological  
Monitoring and Management  
North Life Sciences, Room 102  
San Diego State University  
5500 Campanile Drive  
San Diego, CA 92182-4614  
Phone: (619) 594-8287  
Fax: (619) 594-5676  
[rlawison@sdsu.edu](mailto:rlawison@sdsu.edu)

*Administrative Representative(s)*

Sandra Nordahl  
Director, Sponsored Research  
Contracting and Compliance  
SDSU Research Foundation  
5250 Campanile Drive  
San Diego, CA 92182  
Phone: (619) 594-4172  
[sdsurfawards@sdsu.edu](mailto:sdsurfawards@sdsu.edu)

12. San Francisco State University

*Technical Representative(s)*

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](mailto:lebuhn@sfsu.edu)

*Administrative Representative(s)*

Alison Sanders  
Director, Office of Research and  
Sponsored Programs  
San Francisco State University  
1600 Holloway Avenue, ADM 471  
San Francisco, CA 94132  
Phone: (415) 405-3943  
[sanders@sfsu.edu](mailto:sanders@sfsu.edu)

13. Cal Poly Corporation (on behalf of  
California Polytechnic State  
University)

*Technical Representative(s)*

Benjamin Ruttenberg  
Department of Biological Science  
California Polytechnic State  
University  
San Luis Obispo, CA 93407-0401  
Phone: (805) 756-2498  
[bruttenb@calpoly.edu](mailto:bruttenb@calpoly.edu)

*Administrative Representative(s)*

Amy Velasco  
Director, Sponsored Programs  
Office  
Cal Poly Corporation  
Building 38, Room 102  
1 Grand Avenue  
San Luis Obispo, CA 93407  
Phone: (805) 756-1123  
[aavelasc@calpoly.edu](mailto:aavelasc@calpoly.edu)  
[sponprog@calpoly.edu](mailto:sponprog@calpoly.edu)

14. Sonoma State University

*Technical Representative(s)*

Thomas Whitley  
Professor of Anthropology  
Anthropological Studies Center  
Sonoma State University  
1801 East Cotati Avenue  
Rohnert Park, CA 94928  
Phone: (707) 664-2547

Fax: (707) 664-4155  
[whitley@sonoma.edu](mailto:whitley@sonoma.edu)

*Administrative Representative(s)*

Steven Karp  
Associate Vice President, Research  
and Sponsored Programs  
Sonoma State University  
1801 East Cotati Avenue  
Rohnert Park, CA 94928  
Phone: (707) 664-3715  
[karpst@sonoma.edu](mailto:karpst@sonoma.edu)

15. California State University,  
Stanislaus

*Technical Representative(s)*

Patrick A. Kelly, Ph.D.  
Professor of Zoology and  
Coordinator, Endangered Species  
Recovery Program (ESRP)  
California State University,  
Stanislaus  
One University Circle  
Turlock, CA 95382  
Phone: (209) 667-3446  
Phone: (559) 453-1103 (ESRP)  
Fax: (559) 453-1227  
[pkelly@esrp.csustan.edu](mailto:pkelly@esrp.csustan.edu)

*Administrative Representative(s)*

Joyce Bell  
Grant and Contract Specialist  
Office of Research and Sponsored  
Programs  
California State University,  
Stanislaus  
One University Circle, MSR 160  
Turlock, CA 95382  
Phone: (209) 667-3784  
[jbelle6@csustan.edu](mailto:jbelle6@csustan.edu)

16. Carnegie Mellon University

*Technical Representative(s)*

Bob Iannucci, Ph.D.

Associate Dean, Carnegie Mellon  
University – Engineering  
Director, Carnegie Mellon University  
– Silicon Valley Campus  
NASA Research Park  
Building 23 (MS 23-11)  
PO Box 1  
Moffett Field, CA 94035  
Phone: (650) 714-1200  
[bob@sv.cmu.edu](mailto:bob@sv.cmu.edu)

*Administrative Representative(s)*

Linda Feuster Duffy  
Associate Vice President for  
Research and Academic  
Administration  
Carnegie Mellon University  
WQED Building  
5000 Forbes Avenue \  
Pittsburgh, PA 15213  
Phone: (402) 268-9774  
[lfeuster@andrew.cmu.edu](mailto:lfeuster@andrew.cmu.edu)

17. Occidental College

*Technical Representative(s)*

Daniel J. Pondella, II  
Associate Professor, Biology  
Department  
Director, Vantuna Research Group  
Occidental College  
Moore Laboratory of Zoology  
1600 Campus Road, M-3  
Los Angeles, CA 90041  
Phone: (323) 259-2955  
Fax: (323) 341-4974  
[pondella@oxy.edu](mailto:pondella@oxy.edu)

*Administrative Representative(s)*

Salvador Fernández  
Director, Sponsored Research  
Office  
Occidental College  
Library, Old Wing 254  
1600 Campus Road  
Los Angeles, CA 90041

Phone: (323) 259-1433  
[sro@oxy.edu](mailto:sro@oxy.edu)

18. University of Southern California  
School of Architecture

*Technical Representative(s)*

Travis Longcore  
Assistant Professor of Architecture,  
Spatial Sciences, and Biological  
Sciences  
School of Architecture  
University of Southern California  
204 Watt Hall  
Los Angeles, CA 90089  
Phone: (213) 821-1310  
[longcore@usc.edu](mailto:longcore@usc.edu)

19. California Department of Fish and  
Wildlife

*Technical Representative(s)*

Julie Yamamoto, Ph.D.  
Acting Deputy Administrator  
Office of Spill Prevention and  
Response  
CA Department of Fish and Wildlife  
1700 K Street  
PO Box 944209  
Sacramento, CA 94244-2090  
Phone: (916) 327-3196  
[julie.yamamoto@wildlife.ca.gov](mailto:julie.yamamoto@wildlife.ca.gov)

20. California Association of Resource  
Conservation Districts

*Technical Representative(s)*

Karen Buhr  
Executive Director  
801 K Street, 18th Floor  
Sacramento, CA 95814  
Phone: (916) 524-2100  
[buhr@carcd.org](mailto:buhr@carcd.org)

21. California Invasive Plant Council

*Technical Representative(s)*

Doug Johnson  
Executive Director  
California Invasive Plant Council  
1442A Walnut Street, #462  
Berkeley, CA 94709  
Phone: (510) 843-3902 ext 302  
[dwjohnson@cal-ipc.org](mailto:dwjohnson@cal-ipc.org)

22. The Institute for Bird Populations

*Technical Representative(s)*

Rodney Siegel, Ph.D.  
Executive Director  
The Institute for Bird Populations  
PO Box 1346  
Point Reyes Station, CA 94956-  
1346  
Phone: (415) 663-2051  
Fax: (415) 663-9482  
[rsiegel@birdpop.org](mailto:rsiegel@birdpop.org)

23. Institute for Wildlife Studies

*Technical Representative(s)*

David K. Garcelon  
President  
Institute for Wildlife Studies  
PO Box 1104  
Arcata, CA 95518  
Phone: (707) 822-4258  
Fax: (707) 798-6249  
[garcelon@iws.org](mailto:garcelon@iws.org)

24. Moss Landing Marine Laboratories

*Technical Representative(s)*

Jim Harvey  
Director  
Moss Landing Marine Laboratories  
8272 Moss Landing Road  
Moss Landing, CA 95039  
Phone: (831) 771-4402  
Fax: (831) 632-4403  
[jharvey@mlml.calstate.edu](mailto:jharvey@mlml.calstate.edu)

25. Point Blue Conservation Science



*Technical Representative(s)*

Dan Robinette  
Coastal Marine Program Leader  
Point Blue Vandenberg Field Station  
205 North H Street, Suite 217  
Lompoc, CA 93436  
Phone: (805) 735-7300  
Fax: (805) 735-8817  
[drobinette@pointblue.org](mailto:drobinette@pointblue.org)

[Melissa.Russo@sbcm.sbcounty.gov](mailto:Melissa.Russo@sbcm.sbcounty.gov)

Tamara Serrao-Leiva  
Curator of Anthropology  
San Bernardino County Museum  
2024 Orange Tree Lane  
Redlands, CA 92374  
Phone: (909) 798-8623  
Fax: (909) 307-0539  
[Tamara.Serrao-Leiva@sbcm.sbcounty.gov](mailto:Tamara.Serrao-Leiva@sbcm.sbcounty.gov)

26. Santa Barbara Botanic Garden

*Technical Representative(s)*

Steve Windhager  
Executive Director  
Santa Barbara Botanic Garden  
1212 Mission Canyon Road  
Santa Barbara, CA 93105  
Phone: (805) 682-4726 ext 123  
[swindhager@sbbg.org](mailto:swindhager@sbbg.org)

Denise Knapp  
Director of Conservation and  
Education  
Santa Barbara Botanic Garden  
1212 Mission Canyon Road  
Santa Barbara, CA 93105  
Phone: (805) 682-4726 ext 128  
[dknapp@sbbg.org](mailto:dknapp@sbbg.org)

27. San Bernardino County Museum

*Technical Representative(s)*

Melissa Russo  
Museum Director  
San Bernardino County Museum  
2024 Orange Tree Lane  
Redlands, CA 92374  
Phone: (909) 798-8601  
Fax: (909) 307-0539

28. San Diego Natural History Museum

*Technical Representative(s)*

Kevin Clark  
Ecologist  
San Diego Natural History Museum  
1788 El Prado  
San Diego, CA 92037  
Phone: (619) 255-0296  
Fax: (619) 255-0344  
[kclark@sdnhm.org](mailto:kclark@sdnhm.org)

29. Zoological Society of San Diego  
(d/b/a San Diego Zoo Global)

*Technical Representative(s)*

Ronald R. Swaisgood, Ph.D.  
Brown Chair/Director of Applied  
Animal Ecology  
Institute for Conservation Research  
San Diego Zoo Global  
15600 San Pasqual Valley Road  
Escondido, CA 92027-7000  
Phone: (760) 291-5431  
Fax: (760) 291-5428  
[rswaisgood@sandiegozoo.org](mailto:rswaisgood@sandiegozoo.org)

**ARTICLE V. AWARD**

- A. Upon signature of all parties to this Agreement, the CESU Network National Office shall administer support funding to the Californian 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. 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), DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).
- 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]).
  - 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.
  - 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.
  - 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.
- 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.

## **ARTICLE VI. PRIOR APPROVAL**

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), DOD

3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works).

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

- 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), DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works) establish uniform reporting procedures for financial and technical reporting.
- 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 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**

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), DOD 3210.6-R, and 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 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 applicable 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 applicable Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disability, religion, or sex in providing of facilities and services 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, or 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:

a) Governmental Parties

- (1) The Federal Agencies (excluding the U.S. Forest Service), 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.
- (2) 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 (1), (2), and (3) for non-governmental parties stated below.
- (3) This provision is applicable to the U.S. Forest Service acting by and through the Forest Service, USDA does hereby recognize potential liability for payment of claims for injury or loss of property of personal injury or death caused by the Government, or any officer, agent or employee thereof, while acting within the scope of his/her office of employment under circumstances when the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred (28 U.S.C. §§1346 (b), 2672 et seq.).

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

- (1) 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
- (2) 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
- (3) 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.
- (4) 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.

7. TRAFFICKING IN PERSONS: This Agreement and its subsequent modifications and task agreements are subject to requirements of section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104); now located at 2 CFR Part 175: Trafficking in Persons.

a) Provisions applicable to a recipient that is a private entity.

- (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii Procure a commercial sex act during the period of time that the award is in effect; or
  - iii Use forced labor in the performance of the award or subawards under the award.

- (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
- i Is determined to have violated a prohibition in paragraph (a) (1) of this award term; or
  - ii Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a) (1) of this award term through conduct that is either—
    - (a) Associated with performance under this award; or
    - (b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), and 7 CFR Part 3017 (Department of Agriculture).
- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- (1) Is determined to have violated an applicable prohibition in paragraph (a) (1) of this award term; or
  - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a) (1) of this award term through conduct that is either—
    - i Associated with performance under this award; or
    - ii Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), and 7 CFR Part 3017 (Department of Agriculture).
- c) Provisions applicable to any recipient.

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) (1) of this award term.
  - (2) Our right to terminate unilaterally that is described in paragraph (a) (2) or (b) of this section:
    - i Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - ii Is in addition to all other remedies for noncompliance that are available to us under this award.
  - (3) You must include the requirements of paragraph (a) (1) of this award term in any subaward you make to a private entity.
- d) *Definitions*. For purposes of this award term:
- (1) *“Employee”* means either:
    - i An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - (2) *“Forced labor”* means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - (3) *“Private entity”* means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. Includes:
    - i A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - ii A for-profit organization.



(4) “*Severe forms of trafficking in persons,*” “*commercial sex act,*” and “*coercion*” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

8. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” the following actions by Federal employees are banned: a) any and all text messaging by while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

9. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658

a) *Definitions.* As used in this clause—

“*United States*” means the 50 states and the District of Columbia.

“*Worker*”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

i Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

ii Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,

iii Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training

program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) *Executive Order Minimum Wage Rate.*

- (1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
- (2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
- (3)
  - (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
  - (ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.
  - (iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

- (4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
  - (5) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.
  - (6) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
  - (7) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
  - (8) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
  - (9) The Recipient shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
- i Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;
  - ii Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and
  - iii Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to—

- i Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;
  - ii Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
    - (a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).
    - (b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).
    - (c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).
- d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
- e) *Payroll Records.*
- (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
- i Name, address, and social security number;
  - ii The worker's occupation(s) or classification(s);

- iii The rate or rates of wages paid;
- iv The number of daily and weekly hours worked by each worker;
- v Any deductions made; and
- vi Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.

h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

i) *Antiretaliation.* The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to

compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

- j) *Subcontractor compliance.* The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) *Subawards.* The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

#### 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**

The following are to be incorporated into this Agreement:

- A. SF-LLL, Disclosure of Lobbying Activities or Grants.gov Lobbying Form certification, identified in the agencies Funding Opportunity Announcement.

- B. Specific project award documents will incorporate the required Standard Forms for Application for Financial Assistance, as appropriate:

ARTICLE I. SF-424 – Application for Financial Assistance  
ARTICLE II. SF-424a – Budget for Non-Construction  
ARTICLE III. SF-424b – Assurances for Non-Construction  
ARTICLE IV. SF-424c – Budget for Construction  
ARTICLE V. SF-424d – Assurances for Construction

Standard Forms are available on the CESU Network website ([www.cesu.org](http://www.cesu.org)).

## **ARTICLE XII. ATTACHMENTS/LINKS**

The following documents are attached for use per agency requirements, as appropriate:

ATTACHMENT 1 – [Request for Advance or Reimbursement, SF-270](#)  
ATTACHMENT 2 – [Federal Financial Report, SF-425](#)  
ATTACHMENT 3 – [ACH Payment Enrollment, SF-3881](#)  
ATTACHMENT 4 – [Example CESU Project Award Modification Template](#)

Attachment documents 1, 2, 3, and 4 are available on the CESU Network website ([www.cesu.org](http://www.cesu.org)).

## **ARTICLE XIII. AUTHORIZING SIGNATURES**

The following authorizing signatures are attached:

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

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

### **U.S. DEPARTMENT OF AGRICULTURE**

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

### **U.S. DEPARTMENT OF COMMERCE**

- J. National Oceanic and Atmospheric Administration

### **U.S. DEPARTMENT OF DEFENSE**

- K. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment
- L. U.S. Army Corps of Engineers–Civil Works

### **M. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION**

### **N. UNIVERSITY OF CALIFORNIA (HOST)**

- O. California State University, Channel Islands
- P. CSU Chico Research Foundation (on behalf of California State University, Chico)
- Q. California State University, Fresno
- R. CSU Fullerton Auxiliary Services Corporation (on behalf of California State University, Fullerton)
- S. Humboldt State University
- T. California State University, Los Angeles
- U. University Corporation at Monterey Bay (on behalf of CSU Monterey Bay)
- V. California State University, Northridge
- W. Cal Poly Pomona Foundation, Inc. (on behalf of California State Polytechnic University, Pomona)
- X. California State University, Sacramento (Sacramento State)
- Y. San Diego State University Research Foundation
- Z. San Francisco State University
- AA. Cal Poly Corporation (on behalf of California Polytechnic State University)
- BB. Sonoma State University
- CC. California State University, Stanislaus
- DD. Carnegie Mellon University



- EE. Occidental College
- FF. University of Southern California School of Architecture
- GG. California Department of Fish and Wildlife
- HH. California Association of Resource Conservation Districts
- II. California Invasive Plant Council
- JJ. The Institute for Bird Populations
- KK. Institute for Wildlife Studies
- LL. Moss Landing Marine Laboratories
- MM. Point Blue Conservation Science
- NN. Santa Barbara Botanic Garden
- OO. San Bernardino County Museum
- PP. San Diego Natural History Museum
- QQ. Zoological Society of San Diego (d/b/a San Diego Zoo Global)

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

A. Bureau of Indian Affairs

[This partner is currently inactive pending submission of signature page per Article III. A.]

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Bryan Rice  
Director, Bureau of Indian Affairs  
U.S. Department of the Interior

---

Date

---

Brian Schoellkopf  
Grants Management Specialist

---

Date

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

B. Bureau of Land Management

[This partner is currently inactive pending submission of signature page per Article III. A.]

---

Jerome E. Perez  
State Director  
BLM California

---

Date

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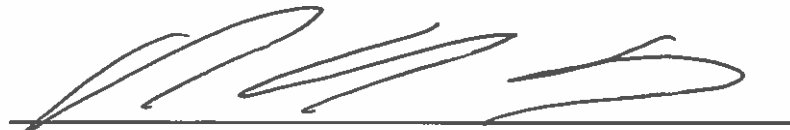
Leona B. Parker  
Grants Management Officer

---

Date

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

**C. Bureau of Ocean Energy Management**



Rodney Cluck  
Chief, Division of Environmental Sciences

7/31/18

Date

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

D. Bureau of Reclamation

*Brenda Davis*

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Brenda Davis  
Manager of Acquisition Services

7/12/2018

---

Date

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

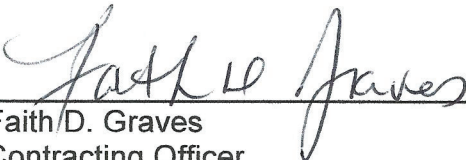
E. U.S. Fish and Wildlife Service

  
\_\_\_\_\_  
Jody Holzworth  
Deputy Regional Director

8/30/18  
\_\_\_\_\_  
Date

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

F. U.S. Geological Survey

  
\_\_\_\_\_  
Faith/D. Graves  
Contracting Officer


7/23/18  
Date

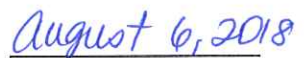
**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

G. National Park Service

  
\_\_\_\_\_  
Stanley Austin  
Regional Director  
National Park Service, Pacific West Region

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lilette Baltodano  
Financial Agreements Officer

  
\_\_\_\_\_  
Date



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

H. U.S. Forest Service



\_\_\_\_\_  
Alexander L. Friend  
Station Director  
Pacific Southwest Research Station

17 JULY 18

\_\_\_\_\_  
Date

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



\_\_\_\_\_  
Jennifer R. Jones  
Grants and Agreements Specialist  
Pacific Southwest Research Station

7/13/18

\_\_\_\_\_  
Date

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

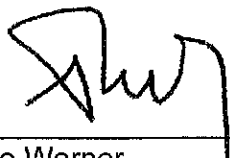
I. Natural Resources Conservation Service

  
\_\_\_\_\_  
Thomas W. Christensen  
Associate Chief for Operations

  
\_\_\_\_\_  
Date

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

J. National Oceanic and Atmospheric Administration



---

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


7/13/2018

---

Date

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

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

  
\_\_\_\_\_  
Alison A. Dalsimer  
Program Manager, DoD Natural Resources

7.25.2018  
Date

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

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

**WHITTEN.CHELSEA.  
M.1139493768**

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: 2018.07.12 12:24:07 -05'00'

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Chelsea Whitten  
Lead Contract Specialist  
ERDC Contracting Office

Date

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

M. National Aeronautics and Space Administration

[This partner is currently inactive pending submission of signature page per Article III. A.]

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Beatrice Morales  
Grant Officer  
NASA Ames Research Center

---

Date

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

N. UNIVERSITY OF CALIFORNIA (HOST), systemwide authorization

 Digitally signed  
by Lourdes  
DeMattos  
Date: 2018.08.01  
16:36:15 -07'00'

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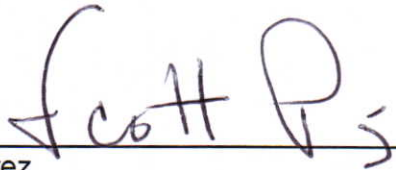
Lourdes G. DeMattos  
Contract and Grant Officer

---

Date

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

O. California State University, Channel Islands

Handwritten signature of Scott Pérez in blue ink, written over a horizontal line.

Scott Pérez  
Director, Research and Sponsored Projects

7/18/18  
Date



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

P. CSU Chico Research Foundation  
(on behalf of California State University, Chico)



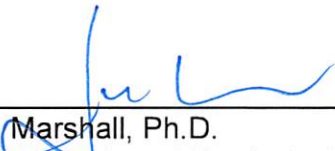
---

Richard J. Tafalla, Ph.D.  
Associate Vice President  
Research and Sponsored Programs

7-31-18  
Date

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

Q. California State University, Fresno

  
\_\_\_\_\_  
James E. Marshall, Ph.D.  
Dean of Research and Graduate Studies  
Office of Research and Sponsored Programs

10/25/10  
Date

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

R. CSU Fullerton Auxiliary Services Corporation  
(on behalf of California State University, Fullerton)



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Charles D. Kissel  
Executive Director

17 Aug 18  

---

  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

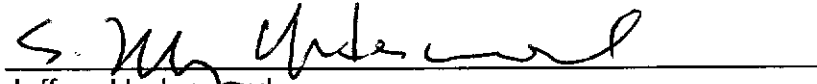
S. Humboldt State University

  
\_\_\_\_\_  
Kacie Flynn  
Interim Executive Director, Sponsored Programs Foundation

7-12-2018  
Date

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

T. California State University, Los Angeles

A handwritten signature in black ink, appearing to read "Jeffrey Underwood", is written over a horizontal line.

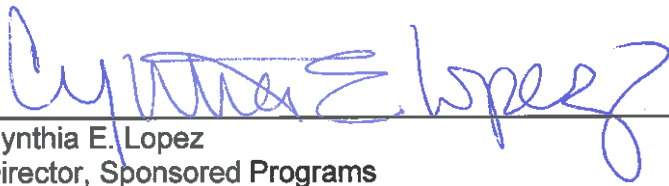
Jeffrey Underwood  
Associate Vice President for Research

10072018

Date

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

U. University Corporation at Monterey Bay  
(on behalf of CSU Monterey Bay)

  
\_\_\_\_\_  
Cynthia E. Lopez  
Director, Sponsored Programs

9/7/18  
Date

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

V. California State University, Northridge

[This partner is currently inactive pending submission of signature page per Article III. A.]

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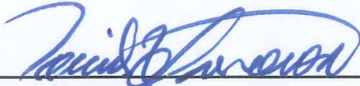
Georg Jahn  
Director, Research and Sponsored Projects

---

Date

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

W. Cal Poly Pomona Foundation, Inc.  
(on behalf of California State Polytechnic University, Pomona)

  
\_\_\_\_\_  
G. Paul Storey  
Executive Director

**David F. Prenovost**  
**Senior Managing Director**  
**Chief Financial Officer**

  
\_\_\_\_\_  
Date



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

X. California State University, Sacramento (Sacramento State)

[This partner is currently inactive pending submission of signature page per Article III. A.]

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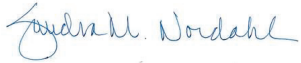
David P. Earwicker  
Associate Vice President  
Office of Research Affairs

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Date

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

Y. San Diego State University Research Foundation



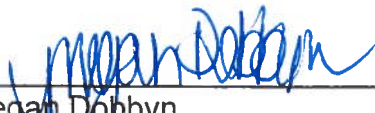
Digitally signed by Sandra M. Nordahl, CRA  
DN: cn=Sandra M. Nordahl, CRA, o=San Diego State University Research Foundation, ou=Sponsored  
Research Contracting and Compliance, email=sdsurfawards@sdsu.edu, c=US  
Date: 2018.07.13 10:42:07 -07'00'  
Adobe Acrobat version: 2018.011.20040

\_\_\_\_\_  
Sandra Nordahl  
Director, Sponsored Research Contracting and Compliance

\_\_\_\_\_  
Date

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

Z. San Francisco State University

  
\_\_\_\_\_  
Megan Dobbyn  
Director of Procurement

7/18/18  
Date

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

AA. Cal Poly Corporation  
(on behalf of California Polytechnic State University)



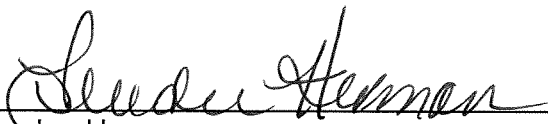
\_\_\_\_\_  
Amy Velasco  
Director, Sponsored Programs



\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

BB. Sonoma State University

  
\_\_\_\_\_  
Trudee Herman  
Contracts Specialist

7-19-18  
Date

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

CC. California State University, Stanislaus

  
\_\_\_\_\_  
Kimberly Greer, Ph.D.  
Vice President for Academic Affairs/Provost

7.13.18  
Date

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

DD. Carnegie Mellon University

DocuSigned by:  
*Linda Feuster Duffy*  
93AC6918359642E...

7/12/2018

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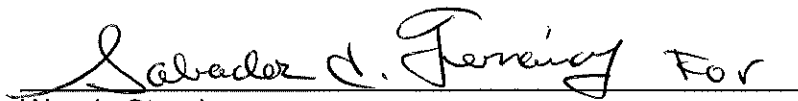
Linda Feuster Duffy  
Associate Vice President for Research and Academic Administration

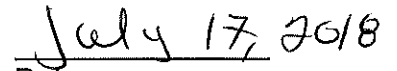
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Date

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

EE. Occidental College

  
\_\_\_\_\_  
Wendy Sternberg  
Dean and Vice President for Academic Affairs

  
\_\_\_\_\_  
Date



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

FF. University of Southern California School of Architecture



██████████ Milton S. F. Curry  
Dean, School of Architecture

8-29-2018  
Date

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

GG. California Department of Fish and Wildlife

[This partner is currently inactive pending submission of signature page per Article III. A.]

---

Charlton H. Bonham  
Director

---

Date

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

HH. California Association of Resource Conservation Districts



---

Karen Buhr  
Executive Director

07/12/2018

---

Date

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

II. California Invasive Plant Council

A handwritten signature in blue ink that reads "Doug Johnson". The signature is written in a cursive style and is placed on a light yellow rectangular background.

7/13/18

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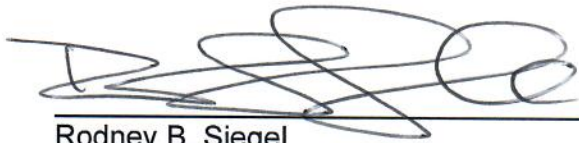
Doug Johnson  
Executive Director

---

Date

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

JJ. The Institute for Bird Populations

A handwritten signature in black ink, appearing to read 'R. Siegel', written over a horizontal line.

Rodney B. Siegel  
Executive Director

7/16/18  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

KK. Institute for Wildlife Studies



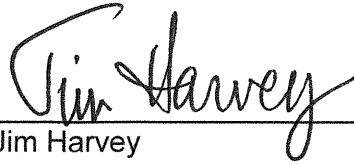
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David Garcelon  
President

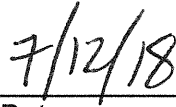
7/13/18  
Date

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

LL. Moss Landing Marine Laboratories




\_\_\_\_\_  
Jim Harvey  
Director

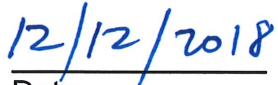


\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

MM. Point Blue Conservation Science

  
\_\_\_\_\_  
Padmini Srinivasen  
CFO

  
\_\_\_\_\_  
Date



ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

NN. Santa Barbara Botanic Garden



---

Steve Windhager, Ph.D.  
Executive Director

7/12/2018  
Date

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

OO. San Bernardino County Museum

[This partner is currently inactive pending submission of signature page per Article III. A.]

---

Melissa Russo  
Museum Director

---

Date

---

Gary McBride  
Chief Executive Officer  
San Bernardino County

---

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

PP. San Diego Natural History Museum



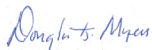
Michael A. Wall  
Vice President of RaPP



Date

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

QQ. Zoological Society of San Diego (d/b/a San Diego Zoo Global)

DocuSigned by:  
  
B3E0F8C2539043C...  
\_\_\_\_\_  
Douglas G. Myers  
President/CEO

10/8/2018  
\_\_\_\_\_  
Date