PACIFIC NORTHWEST
COOPERATIVE ECOSYSTEM STUDIES UNIT

AMENDMENT FIVE to
COOPERATIVE and JOINT VENTURE AGREEMENT

between

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

DEPARTMENT OF AGRICULTURE
Forest Service
Natural Resource Conservation Service

DEPARTMENT OF THE ARMY
U.S. Army Corps of Engineers – Civil Works

and

UNIVERSITY OF WASHINGTON (HOST)
Heritage University
Oregon State University
Portland State University
Southern Oregon University
Tuskegee University
University of Alaska – Anchorage
University of Alaska – Southeast
University of British Columbia
University of Idaho
University of Oregon
University of Vermont
Washington State University
Western Washington University
Alaska Department of Fish and Game
Oregon Institute of Technology
St. Mary’s University of Minnesota
Eastern Washington University
Adding:
Central Washington University
National Oceanic and Atmospheric Administration

With the exception of the changes below, all terms and conditions of the Pacific Northwest CESU Cooperative and Joint Venture Agreement apply to this Amendment, and this Amendment is hereby made part of the Agreement.

ARTICLE I. BACKGROUND AND OBJECTIVES

A.3. The National Oceanic and Atmospheric Administration (NOAA) is hereby included in the Pacific Northwest CESU as a Federal Agency Partner under agreement number # [insert agreement number].

D.1 The following revisions are hereby included in the Agreement as background information for the U.S. 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 USC Chapter 12). USBR is authorized to enter into certain cooperative agreements in accordance with the authority delegated in 255 DM 14.1, which states that the Commissioner is delegated so much of the authority of the Secretary under the Fish and Wildlife Coordination Act, 16 USC 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. In accordance with this authority, and also in accordance with the Omnibus Public Land Management Act of 2009 (P.L. 111-11), Subtitle F-Secure Water, Sec 9502, 9504, and 9509, the USBR is authorized to enter into a cooperative agreement to continue the Pacific Northwest CESU to assist in providing research, technical assistance and education.

H.1. The following revisions are hereby included in the Agreement as background information for the Natural Resources Conservation Service: Under 16 USC 590a-f, the Natural Resources Conservation Service is authorized to enter into this cooperative agreement continuing the Pacific Northwest CESU to assist in providing research, technical assistance and education.

K.4. The Central Washington University is hereby included in the Pacific Northwest CESU as a Partner Institution.

N. The mission of the National Oceanic and Atmospheric Administration (hereafter 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 USC 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 USC 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 USC 2901 et seq., to enter into contracts, grants, or cooperative agreements for climate-related activities. Finally, the Coastal Zone Management Act at 16 USC 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 Pacific Northwest CESU to assist in providing research, technical assistance and educational services.

ARTICLE III. TERM OF AGREEMENT

A.1. The effective date of the Pacific Northwest CESU Cooperative and Joint Venture Agreement is 21 October 2005.

A.2. The effective date of this amendment to the Pacific Northwest CESU Cooperative and Joint Venture Agreement shall be determined from the date of the last signature to this amendment.

ARTICLE IV. KEY OFFICIALS

A.9. The technical representative for the National Oceanic and Atmospheric Administration is:

Dr. Robert J. Brock
NOAA Fisheries Service
Office of Science and Technology
1315 East-West Highway (F/ST7)
Silver Spring, MD 20910-3282
Phone: (301) 713-2363 x162
Fax: (301) 713-1875
Robert.Brock@noaa.gov
C.18. The technical representative for the Central Washington University is:

Dr. Greg Brown  
Program Director, Environmental Studies  
Director, Center for the Environment  
Central Washington University (Dean Hall 322)  
Research Fellow, University of South Australia & Green Mountain College  
Phone: (509) 963-3699  
browng@cwu.edu

ARTICLE V. AWARD

A.3. Upon signature of all parties to this amendment, the National Oceanic and Atmospheric Administration will commit $10,000 in funds to the Host University in furtherance of the Agreement, to be authorized by a modification issued against the Agreement.

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

All award recipients must comply with the following term and condition of award. This term of award is hereby made part of the Agreement pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amended (22 USC 7104) and 2 CFR Part 175.

A. REQUIRED PROVISIONS:

7. 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 Governmentwide 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), 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 Governmentwide 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), 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 USC 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”:
   i. 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.
   ii. Includes:
      a. 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).
      b. A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coerction” have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR
A. Bureau of Land Management
B. U.S. Bureau of Reclamation
C. U.S. Fish and Wildlife Service
D. U.S. Geological Survey
E. Minerals Management Service
F. National Park Service
U.S. DEPARTMENT OF AGRICULTURE
G. Forest Service
H. Natural Resources Conservation Service

U.S. DEPARTMENT OF THE ARMY
I. U.S. Army Corps of Engineers – Civil Works

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

K. UNIVERSITY OF WASHINGTON (HOST)
L. Heritage University
M. Oregon State University
N. Portland State University
O. Southern Oregon University
P. Tuskegee University
Q. University of Alaska – Anchorage
R. University of Alaska – Southeast
S. University of British Columbia
T. University of Idaho
U. University of Oregon
V. University of Vermont
W. Washington State University
X. Western Washington University
Y. Alaska Department of Fish and Game
Z. Oregon Institute of Technology
AA. St. Mary's University of Minnesota
BB. Eastern Washington University
CC. Central Washington University
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

[Print Name]:  [Print Title]:  Date
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

B. U.S. Bureau of Reclamation

__________________________________________   ________
[Print Name]:         Date
[Print Title]:


C. U.S. Fish and Wildlife Service

David J. Wesley  
Deputy Regional Director  

Date
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

D. U.S. Geological Survey

__________________________________________   ________
Sherri Ly Bredesen        Date
Contracting Officer
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

E. Minerals Management Service

[Print Name]: 
[Print Title]: 

Date
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

F. National Park Service

Jamie V. Sherrill
Contracting Officer

Jonathan B. Jarvis
Regional Director, Pacific West Region
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

G. USDA Forest Service

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Dr. Bov B. Eav         Date
Director, Pacific Northwest Research Station
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

H. Natural Resources Conservation Service

__________________________________________   ________
[Print Name]:         Date
[Print Title]:

ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

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

________________________________________________________________________
[Print Name]: 
[Print Title]: 

Date
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

J. National Oceanic and Atmospheric Administration

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[Print Name]:          Date
[Print Title]:
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

K. UNIVERSITY OF WASHINGTON (HOST)

[Print Name]:
[Print Title]:

Date
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

L. Heritage University

__________________________________________   ________
[Print Name]:          Date
[Print Title]:

[ ]
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

M. Oregon State University

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[Print Name]:          Date
[Print Title]:
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. Portland State University

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[Print Name]:          Date
[Print Title]:

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Page 21 of 36
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

O. Southern Oregon University

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[Print Name]: _____________________________  [Print Title]: ________________________
Date: __________
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

P. Tuskegee University

__________________________________________   ________
[Print Name]:          Date
[Print Title]:

Pacific Northwest CESU, Amendment Five, NOAA_CWU
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Q. University of Alaska – Anchorage

[Print Name]:
[Print Title]:

Date
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

R. University of Alaska – Southeast

[Print Name]:  
[Print Title]:  

Date
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

S. University of British Columbia

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[Print Name]:                  Date
[Print Title]:
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

T. University of Idaho

[Print Name]:
[Print Title]:

Date
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

U. University of Oregon

[Print Name]:
[Print Title]:

Date
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

V. University of Vermont

[Print Name]: ____________________________  [Print Title]: ____________________________  Date
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

W. Washington State University

______________________________   _________
[Print Name]:          Date
[Print Title]:

ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

X. Western Washington University

[Print Name]:
[Print Title]:
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Y. Alaska Department of Fish and Game

[Print Name]:
[Print Title]:

Date
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Z. Oregon Institute of Technology

__________________________________________   ________
[Print Name]:          Date
[Print Title]:
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

AA. St. Mary’s University of Minnesota

[Print Name]:
[Print Title]:

Date
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

BB. Eastern Washington University

__________________________________________   ________
Ruth Galm          Date
Executive Director
Office of Grant and Research Development
ARTICLE XIII. AMENDMENT AUTHORIZING SIGNATURES (cont.)

CC. Central Washington University