

**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 "coercion" 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]:  
[Print Title]:

\_\_\_\_\_  
Date

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

C. U.S. Fish and Wildlife Service

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David J. Wesley  
Deputy Regional Director

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Date

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

D. U.S. Geological Survey

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Sherri Ly Bredesen  
Contracting Officer

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Date

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

E. Minerals Management Service

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[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

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

F. National Park Service

\_\_\_\_\_  
Jamie V. Sherrill  
Contracting Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan B. Jarvis  
Regional Director, Pacific West Region

\_\_\_\_\_  
Date

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

G. USDA Forest Service

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Dr. Bov B. Eav  
Director, Pacific Northwest Research Station

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Date

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

H. Natural Resources Conservation Service

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[Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

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

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

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[Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date



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

**J. National Oceanic and Atmospheric Administration**

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[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

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

K. UNIVERSITY OF WASHINGTON (HOST)

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[Print Name]:  
[Print Title]:

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Date

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

L. Heritage University

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[Print Name]:  
[Print Title]:

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Date

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

M. Oregon State University

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[Print Name]:

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Date

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

N. Portland State University

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[Print Name]:

[Print Title]:

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Date

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

O. Southern Oregon University

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[Print Name]:

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Date

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

P. Tuskegee University

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[Print Name]:

[Print Title]:

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Date

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

Q. University of Alaska – Anchorage

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[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date



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

R. University of Alaska – Southeast

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[Print Name]:  
[Print Title]:

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Date

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

S. University of British Columbia

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[Print Name]:

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Date

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

T. University of Idaho

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[Print Name]:

[Print Title]:

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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

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[Print Name]:

[Print Title]:

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Date

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

X. Western Washington University

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

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

Y. Alaska Department of Fish and Game

\_\_\_\_\_  
[Print Name]:  
[Print Title]:

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Date



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

Z. Oregon Institute of Technology

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[Print Name]:  
[Print Title]:

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Date

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

AA. St. Mary's University of Minnesota

\_\_\_\_\_  
[Print Name]:

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Date

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

BB. Eastern Washington University

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Ruth Galm  
Executive Director  
Office of Grant and Research Development

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Date

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

**CC. Central Washington University**

\_\_\_\_\_  
[Print Name]:

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Date