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FS # 05-JV-11221615-201
NRCS # 68-3A75-4-100
DOD # DACA87-05-H-0018

**DESERT SOUTHWEST
COOPERATIVE ECOSYSTEM STUDIES UNIT**

COOPERATIVE and JOINT VENTURE AGREEMENT

between

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

**DEPARTMENT OF AGRICULTURE
Forest Service
Natural Resources Conservation Service**

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

and

**ARIZONA BOARD OF REGENTS
THE UNIVERSITY OF ARIZONA (HOST)
Howard University
New Mexico State University
Texas State University
University of California – Riverside
University of Texas – El Paso
Universidad de Sonora
Arizona-Sonora Desert Museum
Sonoran Institute
The Nature Conservancy**

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Geological Survey, U.S. Bureau of Reclamation, National Park Service, Forest Service, Natural Resources Conservation Service, and Department of Defense—Office of Deputy Under Secretary of Defense (Installations and Environment) (hereinafter called Federal Agencies), and Arizona Board of Regents The University of Arizona and its partner institutions is a continuation for a five (5) year term of the operation and maintenance of the Desert Southwest Cooperative Ecosystem Studies Unit (CESU). This continuation of the Desert Southwest 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 Desert Southwest CESU is associated with a national network of CESUs.
- B. The objectives of the Desert Southwest CESU 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 resource issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
 - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into this cooperative agreement to continue the Desert Southwest CESU to assist in providing research, technical assistance and education.
- D. The U.S. Bureau of Reclamation (hereinafter called Reclamation) mission is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public. Pursuant to P.L. 108-447, Div. C, § 206; Reclamation is authorized to enter into grants and cooperative agreements with universities or non-profit institutions in FY2005 to fund water use efficiency research. Reclamation intends to pursue renewal of this authority each year until long-term authority is established. Reclamation may, as

appropriate, use additional authorities available for specific activities under this agreement.

- E. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. In accordance with 43 U.S.C. 36d, 16 U.S.C. 1a-2j, 16 U.S.C. 5933, and Secretarial Order No. 3202, the USGS is authorized to enter into this cooperative agreement to continue the Desert Southwest CESU to assist in providing research, technical assistance and education.
- F. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wild life therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C. 1a-2(j) and 16 U.S.C. 5933, the NPS is authorized to enter into this cooperative agreement to continue the Desert Southwest CESU to assist in providing research, technical assistance and education.
- G. The Forest Service (hereinafter called FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 U.S.C. 3318 and 7 U.S.C. 3319, the FS is authorized to enter into this joint venture agreement and cost-reimbursable agreement respectively to continue the Desert Southwest CESU to assist in providing research, technical assistance and education.
- H. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, animal, plant, air and human resources. NRCS scientists and technical specialists identify appropriate technologies in research and development and transfer them to field staff for implementation. Under section 714 Of P.L. 106-387, 7 U.S.C. 6962a, NRCS is authorized to enter into this cooperative agreement to continue the Desert Southwest CESU to assist in providing research, technical assistance and education.
- I. The Department of Defense (hereinafter called DoD) manages nearly 29.1 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 P.L. 103-139 (FY 94 NDAA page 107 Stat. 1422), the DoD is authorized to enter into this cooperative agreement to continue the Desert Southwest CESU to assist in providing research, technical assistance, and education.

The Army Corps of Engineers (ACE) through the Office of the Deputy Under Secretary of Defense (Installations and Environment) may only use this agreement for cooperative projects that are for the benefit of the Military Services and their installations and within the objectives of the CESU. ACE is not authorized to use this agreement for Civil Works projects.

- J. The University of Arizona (hereinafter called Host University) is a comprehensive university that houses the state's only colleges of Agriculture, Law, Medicine and Pharmacy. Approximately 8564 graduate students are enrolled in 79 doctoral programs, and 117 master's and specialists programs. The purpose of the University is, in the language of the original law, "to provide the inhabitants of this state with the means of acquiring a thorough knowledge of the various branches of literature, science, and the arts," and, insofar as possible, to provide a technical education adapted to the development of Arizona's resources. A number of departments within the University have contributed to a long-standing history of cooperative research and education in desert ecosystem management. The University hosts a number of federal cooperative research units and maintains working relationships with federal land management agencies. The University is governed by the Arizona Board of Regents.
- K. The partner institutions to the Host University include Howard University, New Mexico State University, Texas State University, University of California – Riverside, University of Texas – El Paso, Universidad de Sonora, Arizona-Sonora Desert Museum, Sonoran Institute, and The Nature Conservancy (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 Desert Southwest CESU objectives and to the extent allowed by each Federal Agency's 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 and/or staff, as appropriate;

5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the Desert Southwest CESU Managers 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 and/or human subjects, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to this agreement; and
10. Be individually responsible for their agency's role in administering this 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 Desert Southwest CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Desert Southwest CESU objectives;
3. Allow and encourage faculty and staff to engage in participating Federal Agencies research, technical assistance and education activities related to the Desert Southwest CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Federal Desert Southwest CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Desert Southwest CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Desert Southwest CESU Managers 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 Desert Southwest 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 Desert Southwest CESU objectives and allow and encourage faculty and/or staff 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 CESU.
- D. All Federal Agencies, the Host University and Partner Institutions agree to:
1. Maintain the Desert Southwest CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan FY2004-2008*, adapting key elements to local and regional needs, as appropriate;
 2. Maintain a current Desert Southwest CESU role and mission statement;
 3. Operate under a current multi-year strategic plan;
 4. Issue written modifications (defined in Article III.D.), as appropriate, to this agreement that are in accordance with their respective policies and procedures and include a specific "scope of work" statement and a brief explanation of the following:
 - a) the proposed work and what is being modified in this agreement;
 - b) the project contribution to the objectives of the CESU;
 - c) the methodology of the project;
 - d) the substantial involvement of each party;
 - e) the project budget and schedule;
 - f) the specific deliverables;
 5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
 6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), and these documents are incorporated into this agreement by reference.
- E. The Universidad de Sonora joins the Desert Southwest CESU as a partner institution. The Universidad de Sonora agrees to participate in the Desert Southwest CESU as appropriate, within all Mexican and United States laws, and within the regulations of the Host University and the Federal Agencies party to the Desert Southwest CESU.

ARTICLE III. TERM OF AGREEMENT

- A. This agreement shall continue for a period of five (5) years from the effective date. The effective date of this agreement shall be 7 October 2005. Parties will have until 6 October 2005 to sign this agreement and thereby express their intent to continue

participation in the Desert Southwest CESU; parties that do not sign this agreement by 6 October 2005 will not be participants in the Desert Southwest CESU.

- B. By mutual consent and at the end of this agreement, a new agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the Desert Southwest CESU.
- C. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to this agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement.
 - 1. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this agreement, each Partner Institution and Federal Agency currently participating in this agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to this agreement and the Host University shall sign the amendment.
- D. For the purposes of this agreement, modifications 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 will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.
- F. The expiration of this agreement will not affect the validity or duration of projects which have been initiated under this agreement prior to such expiration.

ARTICLE IV. KEY OFFICIALS

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

- 1. Bureau of Land Management
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2. U.S. Bureau of Reclamation

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3. U.S. Geological Survey

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4. National Park Service

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6. Natural Resources Conservation Service
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B. The technical representative for the Host University is:

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C. The technical representatives for the Partner Institutions are:

1. Howard University
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ARTICLE V. AWARD

- A. Upon signature of all parties and upon satisfactory submission of a budget from the Host University, Federal Agencies joining this agreement for the first time will obligate funds as follows:

U.S. Bureau of Reclamation

\$10,000 is awarded to the Host University in furtherance of this agreement.

- B. Payments made by the Federal Agencies for work covered by all modifications to this agreement will be in accordance with OMB Circulars A-21, A-87, A-110, A-102, A-122, A-133, as appropriate, and specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense).
- C. A 17.5% indirect cost rate of total direct costs will be paid on work covered by all modifications to this agreement. An exception is that the Forest Service cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 708 of P.L. 108-199. In accordance with individual Federal Agency policies, indirect costs may be used to satisfy Federal Agency cost-sharing requirements.
- D. 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 this agreement.
- E. Award of additional funds or in-kind resources will be made through modifications to this agreement, subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to this agreement shall be kept on file with the Host University.
- F. 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