Agreement Number(s)
BIA # BIA-COPL-CESU-2024
BLM # BLM-COPL-CESU-2024
USBR # USBR-COPL-CESU-2024
NPS # NPS-COPL-CESU-2024
FWS # FWS-COPL-CESU-2024
USGS # USGS-COPL-CESU-2024
USFS R&D # 24-JV-11221630-201
USFS R&D # 24-CS-11221630-206
USFS NFS # 25-MU-11020000-005
NRCS # NRC24MOU0012843
DOD # no number issued
DPAA # no number issued
USACE # USACE-COPL-CESU-2024
WAPA # [new number]

COLORADO PLATEAU COOPERATIVE ECOSYSTEM STUDIES UNIT

COOPERATIVE and JOINT VENTURE AGREEMENT

between

THE HOPI TRIBE

NAVAJO NATION

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

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

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

U.S. DEPARTMENT OF ENERGY
Western Area Power Administration

and

NORTHERN ARIZONA UNIVERSITY (HOST)

Arizona State University
Colorado Mesa University
Colorado State University
Board of Regents of the Nevada System of Higher Education on behalf of Desert Research Institute
Diné College

Fort Lewis College
New Mexico Institute of Mining and Technology
New Mexico State University
The Ohio State University
Oregon State University
Prescott College
Southern Utah University
University of Arizona
University of Cincinnati
University of Nevada, Reno
University of New Mexico
University of Pennsylvania
The University of Texas at San Antonio
University of Utah
Utah State University
Utah Tech University
Utah Valley University
Weber State University
Western New Mexico University
The Arboretum at Flagstaff
Archaeology Southwest
Bird Conservancy of the Rockies
Conservation Science Partners
Crow Canyon Archaeological Center
Forest Stewards Guild
Institute for Bird Populations
Institute for Heritage Education
Institute of Archaeological Research and Discovery
Heritage Lands Collective
Museum of Northern Arizona
Pajarito Environmental Education Center
RiversEdge West
Western Association of Fish and Wildlife Agencies

ARTICLE I. BACKGROUND AND OBJECTIVES

A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between The Hopi Tribe, a sovereign nation, the Navajo Nation, a sovereign nation, the Bureau of Indian Affairs, Bureau of Land Management, Bureau of Reclamation, National Park Service, U.S. Fish and Wildlife Service, U.S. Geological Survey, U.S. Forest Service, Natural Resources Conservation Service, Office of the Assistant Secretary of Defense for Energy, Installations, and Environment, Defense POW/MIA Accounting Agency, U.S. Army Corps of Engineers–Civil Works, and Western Area Power Administration (hereinafter called Federal Agencies) and Northern Arizona University (Host University) and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Colorado Plateau Cooperative Ecosystem Studies Unit (CESU). This continuation of the Colorado Plateau 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 Colorado Plateau CESU is associated with a national network of CESUs.

B. The objectives of the Colorado Plateau 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 two million American Indians and Alaska Natives. There are 574 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 Colorado Plateau CESU to assist in providing research, technical assistance and education.

E. 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 Colorado Plateau CESU to assist in providing research, technical assistance, and education.

F. 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 Colorado Plateau 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 Colorado Plateau 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 Colorado Plateau CESU to assist in providing research, technical assistance, and education.

I. 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) and to sustain the health, diversity, and productivity of the nation's forests and grasslands. The USFS is authorized to enter into agreements to cooperate with others in developing, planning, and implementing mutually beneficial projects that enhance Forest Service activities to meet the needs of present and future generations. In accordance with 7 U.S.C. § 3318(b), the USFS is authorized to enter into Joint Venture partnership agreements to assist in providing agricultural research and teaching activities (see Award article V.C.1). In accordance with the Interior and Related Agencies Appropriations Act of 1992 (Pub. L. 102-154), the USFS is authorized to enter into Challenge Cost-Share Agreements to cooperate with others in developing, planning, and implementing mutually beneficial projects that enhance Forest Service activities, where the cooperators provide matching funds or in-kind contributions. In accordance with Wyden Amendment (Pub. L. 105-277, Section 323 as amended by Pub. L. 109-54, Section 434), the USFS is authorized to enter into Cooperative Agreements or Participating Agreements for the protection, restoration, and enhancement of fish and wildlife habitat, and other natural or cultural resources on public or private land; the reduction of risk for natural disaster where public safety is threatened; or a combination of both. Wyden Amendment agreements must provide a benefit to the natural or cultural resources on National Forest System lands within the watershed. In accordance with the aforementioned authorities, the USFS is authorized to enter into this Agreement to continue the Colorado Plateau CESU to promote, conduct, and provide research,

studies, assessments, monitoring, technical assistance, and education. National Forest System funds are not authorized for research Joint Venture (JV) activities.

J. 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. 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. As part of this assistance, NRCS scientists and technical specialists identify, acquire, develop, and coordinate technologies and transfer them to field staff for recommending to America's farmers, ranchers, private landowners, and the public. Under 16 U.S.C. 590a et. seq. and 42 U.S.C. 3271-3274, NRCS is authorized to enter into this cooperative agreement to continue the Colorado Plateau CESU to assist in providing research, studies, technical assistance, and educational services consistent with the mission of the NRCS and the CESU Network.

K. 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 nearly 27 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 programs support this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water for testing, training and operational 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. § 4001, 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 Colorado Plateau CESU.

L. Defense POW/MIA Accounting Agency. The Defense POW/MIA Accounting Agency's (hereinafter called DPAA) mission is to provide the fullest possible accounting for our missing personnel from past conflicts to their families and the nation. DPAA is responsible for searching for missing personnel from World War II, the Korean War, the Vietnam War, the Cold War, the Gulf Wars, and other recent conflicts. DPAA relies on extensive historical and archival research and analysis to determine where it should conduct field investigations and recovery efforts. DPAA is the DoD lead agency for coordinating with other USG agencies, foreign governments through the Department of State, academic institutions and other

NGOs on all matters related to the accounting missions so it can gain access to loss sites and/or obtain information that leads to the recovery of artifacts, missing personnel, or their remains. DPAA conducts historical research in U.S. and international archives, analyzes data, creates and maintains comprehensive records (including the official list of unaccounted-for by conflict), interviews witnesses, investigates potential loss sites and engages in recovery efforts worldwide.

In accordance with DoDD 5110.10, DPAA is authorized to enter into agreements with Military Departments or other USG entities as required for the effective performance of the DoD Past Conflict Personnel Accounting Program. DPAA is authorized to enter into cooperative agreement(s) with non-federal entities for purposes related to support of DPAA activities, pursuant to 10 U.S.C. § 1501a and in accordance with DoDD 3210.06. Notwithstanding 10 U.S.C. § 2304(k), DPAA may enter into such cooperative agreements on a single-source basis, pursuant to 10 U.S.C. § 2304(c)(5). In accordance with the aforementioned authorities, DPAA is authorized to enter into this cooperative agreement to continue the Colorado Plateau CESU in furtherance of collaborative research, technical assistance, and education.

M. 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. § 4021 in carrying out basic, applied, and advanced research projects. In accordance with 10 U.S.C. § 4001, USACE is authorized to enter into this cooperative agreement continuing the Colorado Plateau CESU.

N. Western Area Power Administration. Congress established the Western Area Power Administration (hereinafter called WAPA) in 1977. WAPA is a Power Marketing

Administration within the United States Department of Energy. WAPA's mission is to safely provide reliable, cost-based hydropower and transmission to its customers and the communities it serves, which includes approximately 700 customers who in turn provide power to about 40 million Americans across 15 western states. Specifically, WAPA markets over 10,000 megawatts of power from 57 dams, operates and maintains over 17,000 miles of transmission lines with associated infrastructure (e.g., 291 transformers, 324 substations, 489 communication sites, and 661 buildings), access roads, and rights-of-way, and facilitates renewable projects with a nexus within its geographic footprint via independent borrowing authority. WAPA undertakes design, engineering, construction, operation, maintenance, education, interpretation, inventory, monitoring, ecological restoration, and biological and cultural resource stewardship activities in the context of fulfilling its mission to market and deliver clean, renewable, reliable, cost-based Federal hydroelectric power and related services. WAPA's statutory authority to enter into this cooperative agreement is provided in Public Law 95-91, U.S. Department of Energy Organization Act (i.e., Section 646; 42 U.S.C. § 7256). WAPA is thereby authorized to enter into this Agreement to continue the Colorado Plateau CESU to assist in providing research, technical assistance, and education.

O. Host University. The Northern Arizona University (hereinafter called Host University) is one of the nation's premier academic institutions for the study of coastal ecosystems and associated watersheds. There are more than 200 faculty and 40 departments and programs that work in the field of marine, coastal, and environmental research, teaching, or service. The Northern Arizona University hosts a mixture of University programs, federal cooperative partnerships, and major federal laboratories that contribute to a diverse and enriched community all focused on coastal zone ecosystems.

P. Partner Institutions. The partner institutions to the Host University include Arizona State University, Colorado Mesa University, Colorado State University, Board of Regents of the Nevada System of Higher Education on behalf of Desert Research Institute, Diné College, Fort Lewis College, New Mexico Institute of Mining and Technology, New Mexico State University, The Ohio State University, Oregon State University, Prescott College, Southern Utah University, University of Arizona , University of Cincinnati, University of Nevada, Reno, University of New Mexico, University of Pennsylvania, The University of Texas at San Antonio, University of Utah, Utah State University, Utah Tech University, Utah Valley University, Weber State University, Western New Mexico University, The Arboretum at Flagstaff, Archaeology Southwest, Bird Conservancy of the Rockies, Conservation Science Partners, Crow Canyon Archaeological Center, Forest Stewards Guild, Institute for Bird Populations, Institute for Heritage Education, Institute of Archaeological Research and Discovery, Heritage Lands Collective, Museum of Northern Arizona, Pajarito Environmental Education Center, RiversEdge West, and Western Association of Fish and Wildlife Agencies (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 Colorado Plateau 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 Colorado Plateau CESU Executive Committee and Federal 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, 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 Colorado Plateau CESU;

2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Colorado Plateau CESU objectives;

3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Colorado Plateau CESU objectives, as appropriate;

4. Provide basic administrative and clerical support as appropriate;

5. Provide access for Colorado Plateau 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 Colorado Plateau CESU;

9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and

10. Maintain a Colorado Plateau CESU Executive 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 Colorado Plateau 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 Colorado Plateau 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 Colorado Plateau CESU.

4. Ensure that reports and other formal materials (including publications and presentations) resulting from financial assistance awards issued under this Agreement acknowledge the Cooperative Ecosystem Studies Unit and the funding agency or organization, and include the corresponding award number.

5. Provide project funds and/or in-kind collaboration to support specific research, technical assistance, and education projects, as appropriate and as available.

D. All Federal Agencies, the Host University and Partner Institutions agree to:

1. Maintain the Colorado Plateau 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 Colorado Plateau CESU role and mission statement;

3. Operate under a multi-year strategic plan;

4. Issue individual financial assistance awards, in accordance with each agency's or partner institution'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 University in accordance with CESU Council guidelines as posted on the CESU Network National Office website (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. Engage in collaborative activities in accordance with the CESU Network Diversity, Equity, Inclusion, and Accessibility Statement and Principles and related federal and nonfederal directives and policies, as appropriate;

9. 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. 4001, 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 18 June 2024. This Agreement shall be effective for all signatory parties for a period of five (5) years from the effective date. Parties will have until 18 June 2024 to sign this Agreement and thereby express their intent to continue participation in the Colorado Plateau CESU. Parties that do not sign this Agreement by 18 June 2024 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 Colorado Plateau 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 be 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). 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 Tribal Nations are as follows:

1. <u>The Hopi Tribe</u>

   Technical Representative(s)

   Stewart B. Koyiyumptewa
   Program Manager/THPO
   Hopi Cultural Preservation Office

   The Hopi Tribe
   PO Box 123
   Kykotsmovi, AZ 86039
   Phone: (928) 734-3615
   skoyiyumptewa@hopi.nsn.us

2. Navajo Nation

Technical Representative(s)

Mike Halona
Director
Division of Natural Resources
Navajo Nation
PO Box 9000
Window Rock, AZ 86515
Phone: (928) 871-6593/6592
w.mike.halona@navajo-nsn.gov

B. The representatives for the Federal Agencies are as follows:

1. Bureau of Indian Affairs

Technical Representative(s)

John Mosley
Branch Chief
Tribal Climate Resilience
Office of Trust Services
Bureau of Indian Affairs
2800 Cottage Way, Room W-2820
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ARTICLE V. AWARD

A. Upon signature of all parties to this Agreement, the CESU Network National Office shall administer support funding to the Colorado Plateau 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 University 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. § 4001, 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 maximum 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. For USFS Research (e.g., Pacific Southwest Research Station), 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.

   For USFS, National Forest System (Partnership Agreements), indirect cost rate of 17.5% identified in the CESU agreement applies and can be reimbursed to the partner. Indirect costs may be used to satisfy a portion of USFS cost-share matching requirements as long as there are other direct cost and/or in-kind contributions, such as volunteer labor. Indirect costs cannot make up a majority of the USFS cost-share matching requirements. Partner cost-share matching contributions are negotiated for each agreement on its own merits, to attempt to negotiate a dollar-for-dollar cost-share match. Partner cost-share matching contributions cannot be less than 20% of total project costs.

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. 116-260.

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. § 4001, 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. § 4001, 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 Colorado Plateau 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 Colorado Plateau CESU will be agreed to and maintained by all Colorado Plateau 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 Colorado Plateau CESU and will:

   1. Describe the Colorado Plateau 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 Colorado Plateau 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 Colorado Plateau 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. § 4001, 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. § 4001, 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) The Hopi Tribe

      (1) Nothing in this agreement shall constitute a waiver of sovereign immunity of The Hopi Tribe.

      (2) The Hopi Tribe's obligations under this agreement are subject to available appropriations.

   b) Navajo Nation

      (1) Nothing in this agreement shall constitute a waiver of sovereign immunity of the Navajo Nation.

      (2) The Navajo Nation's obligations under this agreement are subject to available appropriations.

   c) 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.).

d) 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), 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), 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 (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, 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 a 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.

10. U.S. Forest Service, National Forest System Provisions

a) NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperator(s), at Cooperator's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

b) PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

c) ENDORSEMENT. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of cooperator's products or activities.

d) NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

   Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

   Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

e) USE OF U.S. FOREST SERVICE INSIGNIA. In order for cooperator(s) to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

f) MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. § 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

g) FREEDOM OF INFORMATION ACT (FOIA). Public access to this MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. § 552).

h) U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperator(s) shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

i) DEBARMENT AND SUSPENSION. Cooperator(s) shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should cooperator(s) or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

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:

- SF-424 – Application for Financial Assistance
- SF-424A – Budget for Non-Construction
- SF-424B – Assurances for Non-Construction

ARTICLE XII. ATTACHMENTS/LINKS

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

- Request for Advance or Reimbursement, SF-270
- Federal Financial Report, SF-425

ARTICLE XIII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

A. The Hopi Tribe
B. Navajo Nation

U.S. DEPARTMENT OF THE INTERIOR
C. Bureau of Indian Affairs
D. Bureau of Land Management
E. Bureau of Reclamation
F. National Park Service
G. U.S. Fish and Wildlife Service
H. U.S. Geological Survey

U.S. DEPARTMENT OF AGRICULTURE
I. U.S. Forest Service
J. Natural Resources Conservation Service

U.S. DEPARTMENT OF DEFENSE
K. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment
L. Defense POW/MIA Accounting Agency
M. U.S. Army Corps of Engineers–Civil Works

U.S. Department of Energy
N. Western Area Power Administration

O. NORTHERN ARIZONA UNIVERSITY (HOST)

P. Arizona State University
Q. Colorado Mesa University
R. Colorado State University
S. Board of Regents of the Nevada System of Higher Education on behalf of Desert Research Institute
T. Diné College
U. Fort Lewis College
V. New Mexico Institute of Mining and Technology
W. New Mexico State University
X. The Ohio State University
Y. Oregon State University
Z. Prescott College
AA. Southern Utah University
BB. University of Arizona
CC. University of Cincinnati
DD. University of Nevada, Reno

EE. University of New Mexico
FF. University of Pennsylvania
GG. The University of Texas at San Antonio
HH. University of Utah
II. Utah State University
JJ. Utah Tech University
KK. Utah Valley University
LL. Weber State University
MM. Western New Mexico University
NN. The Arboretum at Flagstaff
OO. Archaeology Southwest
PP. Bird Conservancy of the Rockies
QQ. Conservation Science Partners
RR. Crow Canyon Archaeological Center
SS. Forest Stewards Guild
TT. Institute for Bird Populations
UU. Institute for Heritage Education
VV. Institute of Archaeological Research and Discovery
WW. Heritage Lands Collective
XX. Museum of Northern Arizona
YY. Pajarito Environmental Education Center
ZZ. RiversEdge West
AAA. Western Association of Fish and Wildlife Agencies

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. The Hopi Tribe

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

_____ _____

Timothy L. Nuvangyaoma Date
Chairman
The Hopi Tribe

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. Navajo Nation

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

_____ _____

Buu Nygren Date
President

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. Bureau of Indian Affairs

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

_____ _____

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

Date

_____ _____

Jo Ann Metcalfe
Grant Officer

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. Bureau of Land Management

GREGORY SHEEHAN

Digitally signed by GREGORY SHEEHAN
Date: 2024.07.19 14:20:32 -06'00'

Greg Sheehan
Utah State Director

Date

STEPHANIE MCBRIDE

Digitally signed by STEPHANIE MCBRIDE
Date: 2024.06.26 12:27:57 -07'00'

Stephanie McBride
Grants Management Officer

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. Bureau of Reclamation

GLEN JOSEPHSON

Digitally signed by GLEN JOSEPHSON
Date: 2024.11.07 14:29:10 -07'00'

Glen Josephson
Grants Officer

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. National Park Service

KATHARINE HAMMOND Digitally signed by KATHARINE HAMMOND Date: 2024.07.13 15:38:13 -06'00'

Kate Hammond
Regional Director
NPS Intermountain Region / Interior Regions 6, 7, and 8

Date

7/02/2024

Kelvin Delaney
Branch Chief, CESU FA West

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

G. U.S. Fish and Wildlife Service

ANNA-MARIE YORK

Digitally signed by ANNA-MARIE YORK
Date: 2024.06.27 08:26:59 -04'00'

Anna-Marie York
Grants Management Specialist
Science Applications

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. U.S. Geological Survey

FAITH GRAVES

Digitally signed by FAITH GRAVES
Date: 2024.06.27 06:09:26 -04'00'

Faith D. Graves
Contracting Officer

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. U.S. Forest Service

RICHARD BARHYDT Digitally signed by RICHARD BARHYDT Date: 2024.07.30 17:26:56 -06'00'

Richard Barhydt
Station Director
Rocky Mountain Research Station

Date

Michiko Martin
Regional Forester
U.S. Forest Service, Southwestern Region

Date

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

ANGELA HARRIS Digitally signed by ANGELA HARRIS Date: 2024.07.24 14:47:55 -06'00'

Angela Harris
Grants Management Specialist
Rocky Mountain Research Station

Date

Alicia Maestas
Supervisory Grants Management Specialist
U.S. Forest Service, Southwestern Region
FS Agreement # 24-MU-00000000-000

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. U.S. Forest Service

Frank McCormick
Acting Station Director
Rocky Mountain Research Station

Date

Andrea Delgado

Digitally signed by Andrea Delgado
Date: 2024.12.11 17:20:15 -07'00'

Bunni Rae Maceo
Deputy Regional Forester
Forest Service, Rocky Mountain Region

Date

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

Angela Harris
Grants Management Specialist
Rocky Mountain Research Station

Date

Digitally signed by LISA STREET
Date: 2024.12.05 11:12:52 -07'00'

Lisa Street
Supervisory Grants Management Specialist
Office of Grants and Agreements
U.S. Forest Service, Rocky Mountain Region
FS Agreement #24-MU-11020000-005

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. Natural Resources Conservation Service

LOUIS ASPEY Digitally signed by LOUIS ASPEY
Date: 2024.07.18 15:46:38 -04'00'

Louis Aspey
Associate Chief for Conservation

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

ORNDORFF.RYAN.B.1289825793 Digitally signed by ORNDORFF.RYAN.B.1289825793 Date: 2025.01.15 12:56:19 -05'00'

Ryan Orndorff
Director, Environmental Planning and Conservation

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. Defense POW/MIA Accounting Agency

_____	June 26, 2024
G. Roderick Gillette	Date
Director, Partnerships and Innovation and Grants Officer (Interim)	

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

BLACK.TIMOTHY.DOUGLAS.1119373987

Digitally signed by BLACK.TIMOTHY.DOUGLAS.1119373987
Date: 2024.07.26 15:38:19 -05'00'

Timothy D. Black
Chief
ERDC Contracting Office

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. Western Area Power Administration

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

_____ _____

Jack D. Murray Date
Senior Vice President and Desert Southwest Regional Manager

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. NORTHERN ARIZONA UNIVERSITY (HOST)

Thomas Champagne 8.15.2024

Thomas Champagne Date
Associate Vice President, Research
Office of Sponsored Projects

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. Arizona Board of Regents for and on behalf of Arizona State University

Kristy Macdonald

Kristy Macdonald
Assistant Director, Research Administration
Office for Research and Sponsored Projects Administration (ORSPA)

08/15/2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Q. Colorado Mesa University

John Marshall
President

11/18/24
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. Colorado State University

Cassandra Moseley

Cassandra Moseley
VP for Research

10/8/24
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

S. Board of Regents of the Nevada System of Higher Education on behalf of Desert Research Institute

Vic Etyemezian Vice President for Research	11/4/2024 Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. Diné College

Charles M. Roessel President	07/08/2024 Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

U. Fort Lewis College

Mario C Martinez

Mario Martinez
Provost and Vice President for Academic Affairs

11/5/2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

V. New Mexico Institute of Mining and Technology

DocuSigned by:
Richard Cervantes
C54C04CDE77D4A7...

DS
GB

Richard Cervantes
Vice President for Administration and Finance

7/8/2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

W. New Mexico State University

Rita C. Parra, New Mexico State University

Digitally signed by Rita C. Parra, New Mexico State University
Date: 2024.07.17 08:21:57 -06'00'

for

Alisha Giron
Associate Vice President, Research Administration

Date

Docusign Envelope ID: 790A1AFF-A85A-4476-95F0-6EAA5DCF2B47

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

X. The Ohio State University

Signed by:
Kristy A. Baker
EB50B7D61ED44A6...

12/31/2024

Kristy Baker
Director, Business and Industry Contracts

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Y. Oregon State University

DocuSigned by:
Zachary Gill
22F9CBD4E4464AE...

7/9/2024 | 06:25:34 PDT

Zachary Gill
Director of Sponsored Programs, Award Contracting
Office for Sponsored Research and Award Administration

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Z. Prescott College

7/3/24

Michele Peterson
Vice President, Chief Operating Officer

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

AA. Southern Utah University

Sylvia Bradshaw 11/5/2024

Sylvia Bradshaw Date

Director, Sponsored Programs, Agreements, Research and Contracts

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

BB. University of Arizona

MGR

December 19, 2024

Melissa Gaye Riha
Director, Office of Research Contracts

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

CC. University of Cincinnati

David S. Gearring, Sr., MHA Digitally signed by David S. Gearring, Sr., MHA
Date: 2024.12.04 23:24:55 -05'00'

David S. Gearring, Sr.
Director, SRS Grants Management

December 04, 2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

DD. University of Nevada, Reno

Charlene Hart, MBA, CPA, CRA Associate Vice President, Research Administration	7/8/2024 Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

EE. University of New Mexico

Ellen Fisher (Aug 30, 2024 08:32 MDT)

Ellen R. Fisher
Vice President for Research

Aug 30, 2024
Date

NOTE: For the purposes of this agreement, with respect to the warrant provision under Article X. A. 9. b. (4). of this agreement, the reference to "warrants" shall be changed to "certifies" in order for the University of New Mexico to maintain compliance with the laws of the State of New Mexico.

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

FF. University of Pennsylvania

Signed by:
Meghan Ryzinski Yerkov
017514A45728415...

1/22/2025

Meghan Ryzinski Yerkov
Associate Director, Contracts, Office of Research Services

Date

NOTE: For the purposes of this agreement, with respect to the indemnification provision for Non-Governmental Parties under Article X. A. 6. d. (3). of this agreement, the University of Pennsylvania agrees that each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

GG. The University of Texas at San Antonio

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

Michael Sharer 11/07/2024

Michael Sharer
Senior Director, Contracts and Industry Agreements
Office of Research

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

HH. University of Utah

Brent K. Brown
Assistant VP for Research and
Director, Office of Sponsored Projects

11/05/2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

II. Utah State University

Amber Buatte

Amber Buatte
Executive Director, Sponsored Programs Office

07/18/2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

JJ. Utah Tech University

Paul Morris
Vice President of Administrative Affairs

2/12/2025
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

KK. Utah Valley University

Curtis Pendleton

Curtis L. Pendleton
Senior Director of Sponsored Programs
Authorized Organizational Representative

7/12/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

LL. Weber State University

James Taylor
Executive Director

6/27/24
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

MM. Western New Mexico University

W.J.Crocker,VPAA

Jack Crocker
Provost and Vice President of Academic Affairs

6/27/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

NN. The Arboretum at Flagstaff

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

_____ _____

Nate O'Meara Date
Executive Director

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

OO. Archaeology Southwest

8 NOV 2024

Stephen E. Nash
President and CEO

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

PP. Bird Conservancy of the Rockies

Tammy VerCauteren

Tammy VerCauteren (Jul 22, 2024 22:07 MDT)

Tammy VerCauteren
Executive Director

07/22/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

QQ. Conservation Science Partners

Brett Dickson Chief Executive Officer	6/27/24 Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

RR. Crow Canyon Archaeological Center

Elizabeth M. Perry
President and CEO

7-29-24
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

SS. Forest Stewards Guild

Zander Evans
Executive Director

6/26/2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

TT. Institute for Bird Populations

Rodney B. Siegel
Executive Director ~~and President~~

6/27/24
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

UU. Institute for Heritage Education

Jeanne M. Moe

Jeanne M. Moe
Chair, Board of Directors

11/4/2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

VV. Institute of Archaeological Research and Discovery

Richard H. Wilkinson President	7/1/2024 Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

WW. Heritage Lands Collective

Joseph Gazing Wolf Executive Director	11/04/2024 Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

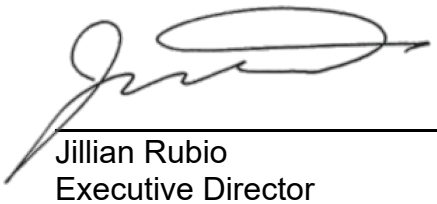
XX. Museum of Northern Arizona

Mary Kershaw
Executive Director

6/27/24
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

YY. Pajarito Environmental Education Center



Jillian Rubio
Executive Director

07/31/2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

ZZ. RiversEdge West

Rusty Lloyd
Executive Director

7/2/24
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

AAA. Western Association of Fish and Wildlife Agencies

Zachary E Lowe

Zachary Lowe
Executive Director

06/27/24
Date