

**NORTH AND WEST ALASKA
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**AMENDMENT TWO TO
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

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

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

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

and

**UNIVERSITY OF ALASKA SYSTEM (HOST)
(UA-Anchorage, UA-Fairbanks, UA-Southeast)**

**University of New Hampshire
Alaska SeaLife Center
Denali Education Center
Alaska Pacific University**

Adding:

**U.S. Army Corps of Engineers – Civil Works
Alaska Geographic**

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

ARTICLE I. BACKGROUND AND OBJECTIVES

A.2. The U.S. Army Corps of Engineers – Civil Works is hereby included in the North and West Alaska CESU as a Federal Agency Partner under agreement # [insert agreement number] for a cumulative amount not-to-exceed \$25,000,000.00.

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

K.1. Alaska Geographic is hereby included in the North and West Alaska CESU as a Partner Institution.

M. The U.S. Army Corp of Engineers – Civil Works (hereinafter called USACE-CW) provides assistance in the development and management in the nation's water resources. The main missions of USACE-CW, 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 non-federal 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 resource management. The university and scientific advances will assist the Corps in reaching sound, scientifically based decisions. In accordance with 10 U.S.C. 2358, USACE-CW is authorized to enter into the cooperative agreement with the North and West Alaska CESU enabling the USACE-CW to receive direct scientific support from regional CESU members. USACE-CW is authorized to cooperate with other agencies in accordance with Title 33 U.S.C. 2323a and 10 U.S.C. 3036(d).

ARTICLE III. TERM OF AGREEMENT

A.1. The effective date of the North and West Alaska CESU Cooperative and Joint Venture Agreement is 15 July 2008.

A.2. The effective date of this amendment to the North and West Alaska CESU Cooperative and Joint Venture Agreement shall be determined from the date of the last signature to this Amendment.

ARTICLE IV. KEY OFFICIALS

A.9. The technical representative for the U.S. Army Corps of Engineers – Civil Works is:

Alfred F. Cofrancesco
Technical Director, Civil Works, Environmental Engineering & Science
Department of the Army
Engineering Research and Development Center
Corps of Engineers
Environmental Laboratory
Waterways Experiment Station
3909 Halls Ferry Road
Vicksburg, MS 39180-6199
Phone: (601) 634-3182
Fax: (601) 634-3664
Al.F.Cofrancesco@usace.army.mil

Administrative Representatives:

Amanda Irwin Campbell
Contract Specialist, ERDC Contracting Office
U.S. Army Corps of Engineers
Engineer Research and Development Center
3909 Halls Ferry Road
Vicksburg, MS 39180
Phone: (601) 634-3944
Fax: (601) 634-4885
Amanda.I.Campbell@usace.army.mil

Michael G. Lee
Grants Officer
ERDC Contracting Office (ECO)
4155 Clay Street
Vicksburg, MS 39183
Phone: (601) 631-7254
Fax: (601) 631-7263
Michael.G.Lee@usace.army.mil

C.5. The technical representative for Alaska Geographic is:

Charles A. Money
Executive Director
Alaska Geographic
810 East Ninth Avenue
Anchorage, AK 99501

Phone: (907) 274-8440
Fax: (907) 274-8343
cmoney@alaskageographic.org

ARTICLE V. AWARD

A.3. Upon signature of all parties to this amendment, the U.S. Army Corps of Engineers – Civil Works will commit \$10,000 in funds to the North and West Alaska CESU Host University in furtherance of the Agreement, to be authorized by a modification issued against the Agreement.

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

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

A. REQUIRED PROVISIONS:

7. TRAFFICKING IN PERSONS:

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

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

- (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --
 - i. Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies

on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).

(b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).

(c) Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.

(d) Definitions. For purposes of this award term:

(1) “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- (3) “Private entity”:
- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.
- (4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES

The following authorizing signatures are attached to this amendment:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Land Management
- B. U.S. Geological Survey
- C. National Park Service
- D. Minerals Management Service
- E. U.S. Fish and Wildlife Service

U.S. DEPARTMENT OF AGRICULTURE

- F. USDA Forest Service
- G. Natural Resources Conservation Service

U.S. DEPARTMENT OF DEFENSE

- H. Office of the Deputy Under Secretary of Defense (Installations and Environment)
- I. U.S. Army Corps of Engineers – Civil Works**

- J. UNIVERSITY OF ALASKA SYSTEM (HOST)
- K. University of New Hampshire
- L. Alaska SeaLife Center
- M. Denali Education Center
- N. Alaska Pacific University
- O. Alaska Geographic**

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

[Print Name]:
[Print Title]:

Date

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

C. National Park Service

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

D. Minerals Management Service

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

E. U.S. Fish and Wildlife Service

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

F. USDA Forest Service

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

G. Natural Resources Conservation Service

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

H. U.S. Department of Defense – Office of the Deputy Under Secretary of Defense
(Installations and Environment)

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

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

[Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

J. University of Alaska System

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

K. University of New Hampshire

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

L. Alaska SeaLife Center

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

M. Denali Education Center

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. Alaska Pacific University

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

O. Alaska Geographic

[Print Name]:
[Print Title]:

Date