

COOPERATIVE AGREEMENT

1443-CA4525-B-0004

Peter Patan

between the

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

and the

UNIVERSITY OF RHODE ISLAND

Beginning Date: Date of Execution Completion Date: May 2005

Fiscal Year 2001 Funding: Not to Exceed \$79,409

Fiscal Year 2001

Account Number: 4525-6661-NII-N-411C-01-\$10,563

Account Number: 4525-6651-NII-N-411C-01-\$68,846

Project Title: Avian Surveys in Northeast Temperate Parks

THIS AGREEMENT is made and entered into between the University of Rhode Island hereinafter also called URI and the United States Department of the Interior, National Park Service, hereinafter also called the NPS.

ARTICLE I. BACKGROUND AND OBJECTIVES

WHEREAS, pursuant to 16 U.S.C. Section 1g, the National Park Service may in fiscal year 1997 and thereafter enter into cooperative agreement that involve the transfer of National Park Service appropriated funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out NPS programs pursuant to 31 U.S.C. 6305 to carry out public purposes of National Park Service programs; and

WHEREAS, pursuant to 16 U.S.C. Section 1a-2(j), the NPS may "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 programs concerning the resources of the National Park System, and,

*** NATIONAL PARK SERVICE ***

pursuant to any such agreements, to accept from and make available to the cooperator such technical and support staff, financial assistance for mutually agreed upon research projects, supplies and equipment, facilities, and administrative services relating to cooperative research units as the Secretary deems appropriate; except that this paragraph shall not waive any requirements for research projects that are subject to the Federal procurement regulations;" and

WHEREAS, the University of Rhode Island is an educational institution, non-profit institution of higher education and dedicated to undertaking research and education for the public good.

WHEREAS, the NPS and URI endeavor to undertake a cooperative effort to inventory and investigate avian species within seven units of the national park system within the Northeast Temperate Inventory and Monitoring Network.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties hereto:

ARTICLE II. STATEMENT OF WORK

In order that NPS managers may have available the best natural resource information, it is envisioned that multiple natural resource inventory and monitoring projects may be undertaken between the NPS and URI under this agreement. Currently, there is a need to develop a comprehensive avian species inventory as part of the National NPS Inventory and Monitoring Program, in seven park units in the Northeast Region Northeast Temperate Network. The purpose of the work under this agreement is to assess the distribution and abundance of avian species at seven units; ROVA, SAIR, WEFA, BOHA, MORR, MIMA, and SARA. This project will address the need for basic inventory information on avian species in these parks. These seven parks are part of the National Park Service Inventory and Monitoring Program (I&M), a program developed to provide park managers with comprehensive, scientifically-based information about the nature and status of selected biological resources occurring within park boundaries in a form that increases its accessibility and utility for making management decisions, for scientific research, and for educating the public. Subsequent natural resource inventory and monitoring projects that would fall under the mission and experience of URI, would be included as amendments to this agreement.

A. Project Scope of Work

Project Goals and Objectives

The goal of the surveys outlined in this document are to determine the spatial distribution and abundance of birds in 7 (i.e., Boston Harbor [BOHA], Minute Man [MIMA], Morristown [MORR], Roosevelt-Vanderbilt [ROVA], Saugus Iron Works [SAIR], Saratoga [SARA], and Weir Farm [WEFA]) of the national parks in the Northeast

Temperate Network. We are interested in comparing vertebrate abundance among species, habitats, or sites within each park. To insure that we use a quantitative sampling technique that can eventually be used to assess changes in population sizes over space and time, we propose to use distance sampling techniques (Fancy and Sauer 2000). We propose to design an inventory to make inferences to the entire park. Past surveys in parks have often been habitat specific, with sampling often non-randomly located, which limited the spatial inferences that could be made from historical datasets.

We will attempt to quantify unbiased estimates of population and community parameters (e.g., population size) for a variety of birds. Therefore, we need to calculate the probability that species will be included in our surveys. We will calculate detection probabilities for each species in order to obtain unbiased estimates. In addition, it is vital to calculate variance estimates for population parameters in order to determine completeness of survey. Highly variable populations (or communities) will require greater sampling intensity to calculate meaningful population estimates with relatively small confidence intervals.

Sample Sizes

It is not possible to know how many surveys are needed to achieve the inventory goal of documenting 90% of the species occurring within the park. The number of surveys needed will depend on taxon, time of year, survey intensity, and variability of species occurrence. To maximize our sampling efficiency, we will analyze the first season's data using power analysis techniques (Gibbs 1995) to determine if an adequate number of surveys were conducted.

Methods

No one survey technique will work for all species of birds (Bibby et al. 1992). Therefore, we have decided to focus survey efforts on breeding, diurnal landbirds, which account for the vast majority of breeding and migrant avian species in parks in the Northeast Temperate Network (including species of special concern, and Threatened and Endangered species). Parks in the Northeast Temperate Network tend to be dominated by forests, grasslands, or agricultural habitats (Table 1), with only small percentages of some parks consisting of open water habitats. Given the habitats present in those parks, the fact that surveys are focused on breeding landbirds, and the types of birds that may be found, point counts are the most appropriate survey technique to inventory the avifauna within the Network (Ralph et al. 1995, Fancy and Sauer 2000). There are some species of birds which might require specialize surveys in certain parks (e.g., Cooper's Hawk *Accipiter cooperi* MORR, rails, marshbirds and migratory landbirds in ROVA), so some alternative survey techniques will be used to supplement point count surveys.

Point counts

The primary survey technique we will use to inventory birds in the 7 Northeast Temperate Network Parks will be point counts based on Variable Circular Plots (VCP;

Reynolds 1980, Fancy and Sauer 2000). During VCP point counts, observers record the number of birds heard or seen from specific points, and the horizontal distance from the observer is also recorded. Advantages of VCP point counts are that they can be used to calculate density estimates and they can be compared to historical point count data (e.g., Breeding Bird Surveys). Point count stations are typically placed >250 m apart, with observers generally counting birds for ≤ 10 minutes, to minimize the probability of double-counting the same individual (Ralph et al. 1995). Observers can record detection distance as a categorical variable (e.g., 0-16 m, 17-32 m, 33-48 m etc), and there is no error as long as the estimated distance category to the bird is correct (Fancy and Sauer 2000).

To determine the location of point count stations within each Park in the Network, we propose to overlay a 125-m grid system over each park. Surveys will not be based on available habitats, unless there are some specialized habitats located within a park that resource managers suggest have to be sampled. We selected a 125 m grid system (1.56 ha or 3.9 acres per grid cell) as bird sampling protocols generally suggest a minimum 250 m spacing between sampling locations to minimize double counting individuals (Reynolds 1980, Ralph et al. 1995b). Therefore, randomly selected adjacent grid cells would still be 250 m apart. Potential point count stations will be located in the center of each grid cell. Grid cells that are <25% inside park boundaries will not be considered for sampling. We will then determine the total number of grid cells (N) located within each park's boundaries, which based on the area of each park range from 2-883 grid cells (Table 1).

To ensure we randomly select grid points to be surveyed, we will associate a line segment (of length 1.0) with each grid point in each park and arrange these segments running from farthest north to farthest south. This will ensure sampling is spread over the park (McDonald 2000). Given budgetary and time constraints, we assume that we could survey all grid points at some parks (e.g., SAIR) and a maximum of 75 points at larger parks (15 points per day times 5 days of sampling, see below). Each grid cell will only be surveyed once, with the exception of smaller parks (e.g., SAIR) where each grid cell will be sampled on five separate days throughout the breeding season. For those parks where a subset of grid points will be sampled, we will use a randomization scheme outlined by McDonald (2000) to randomly select grid points distributed across each park unit.

Surveys will take place from dawn until a maximum of 4 hours after dawn (Ralph et al. 1995b). To maximize coverage of each park, we hope to sample as many points as is logistically feasible. Assuming that it is easy to travel between point count stations (e.g., <15 minutes between counting stations), we suggest observers should count birds for 5 minutes at each station. If travel conditions are difficult in some parks (e.g., >15 minutes between stations), we suggest observers count for 10 minutes at each station. If 5-minute point counts are used, data will be separated into detections during first 3 minutes and those detected in last 2 minutes. For 10 minute point counts, data will be subdivided into 3, 2, and the final 5-minute period (Ralph et al. 1995b). We assume that a maximum of ~15 point count stations could be surveyed for each morning in the field. Therefore, in

some small parks, we can survey all grid points within park boundaries (e.g., SAIR, WEFA), whereas only a subset of grid points could be sampled in larger parks (e.g., MORR). We feel that it is better to increase the number of sampling stations surveyed at each park, rather than repeat counts at a smaller subset of stations (Ralph et al. 1995b).

Observers will record the species, type of observation (i.e., calling, singing, visual detection), distance to the detection (each observer will be equipped with digital laser range finder accurate to within 1 m aid in distance determinations), and general habitat association of the bird. Data will be gathered primarily during the breeding season (May-early July), when birds are singing and detection probabilities are relatively high. Therefore, these data will be most useful in determining the current abundance and distribution of breeding birds in each park, and have limited value in determining which species of migrants use each park. Determining migrant use in each park is much more difficult because migrants tend to only call or are silent, therefore labor intensive techniques, such as mist netting, tend to be much more effective. Data will be entered into an Access database and analyzed using program DISTANCE (Buckland et al. 1993), therefore density estimates will be calculated for each species in each park.

Table 1. Physical descriptions of national parks in the Northeast Temperate Network.

Park	State	Ha	# grid cells ^a	Habitats
MORR	NJ	682	437	80% forest, 10% wetlands, 5% fields
SAIR	MA	4	2	Floodplain and wetland marsh, riparian woodlands, river
MIMA	MA	391	251	33% wetlands (forests, shrub swamp, emergent, riverine, etc)), 33% upland forest, 33% agriculture lands, meadow etc
ROVA	NY	202	129	55% forests, 30% wetlands (riverine, tidal freshwater marsh)
SARA	NY	1378	883	63% forests, 23% grasslands, 1% wetlands
BOHA	MA		? ^b	Drumling, islands
WEFA	CT	24	15	Forest, fields, wetlands (bog and 2 ponds)

^aApproximate number of 1.56 ha grid cells located within each park's boundaries.

^bDue to the large number islands in this park, the number of grid cells will be determine during the pilot study.

Specialized avian survey techniques

COOPER'S HAWK

Morristown NHP has nesting Cooper's Hawks in the park, which are of particular interest to resource managers there. To incorporate Cooper's Hawks into the sampling scheme, we will use tape playback. After point counts are completed, observers will carry a portable tape recorder and play a 2 min recording of a

Cooper's Hawk and then listen for 2 minutes (Kennedy, and Stahlecker, 1993). If any hawks are near the grid point, they should respond to the tape recording.

GRASSLAND BIRDS

Saratoga NHP has extensive grassland habitat available, while Weir Farm has some grasslands available. There have been a number of years of surveys of grassland habitats in SARA and recent research suggests local extirpations of Henslow's Sparrow and Grasshopper Sparrows in SARA. We are currently reviewing existing data and considering conducting more point counts in grasslands in SARA because we are not sure how surveys points were established during past surveys. We want to make existing data comparable across park units, therefore we may conduct more surveys of grasslands if our review of existing data deem it necessary and if Park resource managers feel that more intensive grassland surveys are required. Then, we will target more point count surveys within grasslands in the park.

RAILS

Saugus Iron Works NHS, Roosevelt-Vanderbilt, and Saratoga NHP have the potential to be breeding habitat for a number of rails and other marshbirds. At these parks in emergent wetlands, we will use tape playback techniques (Gibbs and Melvin 1993) to survey rails during early morning hours. We will also survey other species during these tape playback sessions.

MIGRATORY LANDBIRDS, MIGRATORY WATERFOWL, AND WADERS

Roosevelt-Vanderbilt has requested surveys of migratory landbirds and waterfowl. Surveys for migratory landbirds will be transects, stratified by habitat, located throughout the park. Surveys will take place weekly from August through October. Observers will walk transects at a fixed rate recording species, number of individuals, and distance from the observer to detection. We will then use program DISTANCE to calculate density estimates for migrants.

Waterfowl (Anseriformes) use of ROVA lands will be assessed by establishing a series of fixed points along the Hudson River. These points will be sampled every two weeks throughout the year to quantify waterfowl use of ROVA lands. ROVA staff were also interested in quantifying wading bird (Ciconiiformes) use of the park. We will continue to monitor the same fixed census points used for waterfowl surveys during the spring and summer to assess wading bird use of the area. All surveys will be conducted using a spotting scope, with each point surveyed for a maximum of 10 minutes.

Data Management

A major emphasis of the inventory and monitoring efforts is to make information more readily available to decision makers and the public and to integrate natural resources

information with other park operations such as interpretation and maintenance. Microsoft Access is the NPS standard for distributed databases, and the Northeast Region is developing relational databases in MS Access to enter, store, display, summarize, and produce reports for natural resources data. This I & M database can be used as a standalone application in MS Access to enter, edit, display, summarize, and generate reports for inventory or monitoring datasets, or it can be used in conjunction with the GIS Theme Manager to zoom in on an area of the park, identify where sampling has occurred, and then view the actual data for those sampling locations that are stored in Access tables.

B. Budget

Item	Cost
GIS analysis to establish grid system at each Park and subsequent analyses for each park after 2 year of data collection	\$4000
Inventory MORR for 2 years	\$2,807
Inventory SAIR for 2 years	\$1,450
Inventory MIMA for 2 years	\$2,870
Inventory ROVA for 2 years	\$10,940
Inventory SARA for 2 years	\$2,870
Inventory WEFA for 2 years	\$2,870
Pilot study in BOHA for 2 years	\$2,720
Part-time assistant, would be responsible for data entry for all parks, coordinate all surveyors and logistics, assist with data analysis, and assist with report writing, work from April-September at \$2,000/mth for 2 years	\$24,000
PI salary, 1 month summer salary (\$4,500) for two years	\$9,000
SubTotal	\$63,527.00
URI overhead (25%)	\$15,882.00
Total	\$79,409.00

NPS obligation not to exceed \$79,409.00

C. Specific Roles of Cooperators

URI agrees to:

1. Designate Dr. Peter Paton as the Principle Investigator for this project dedicated annually to execution of the project as described above under Article IIA: Project Scope of Work.
2. Hire an assistant biologist (April-September x 2 years) to assist the Principle Investigator and to be supervised by the Principle Investigator for the purposes of coordinating all surveyors and logistics, and assist with data analysis.
3. Hire and supervise local birders for conducting bird surveys at each park
4. Provide at the end of this project:

All products resulting from this survey must follow the National Park Service Inventory and Monitoring Program Product Specifications. The manual containing these specifications will be available to cooperators via the NPS Inventory and Monitoring webpage. Following the completion of this survey, the cooperator will provide the following to the NPS:

- a) Copies of all raw data sheets
- b) Digital copies of all data collected provided in MS Access format as well as a description of data fields
- c) GIS map for each park in ARCVIEW format, including map of point count stations and general habitat types
- d) Relational database in Microsoft Access that contains NPSpecies database and other data specific to bird surveys
- e) Metadata for all nonspatial digital data provided as an NPS Dataset Catalog entry.
- f) Metadata for all spatial datasets following FDGC-compliant standards as well as an NPS Dataset Catalog entry.
- g) Progress Reports provided in MS Word 97 (or later) format
- h) Final Report, both in hardcopy and digital format, with a description of methodology, analysis and results provided in MS Word 97 (or later) format

- i) Metadata of the spatial distribution and abundance of birds in each park, which will conform to current NPS guidelines.
- j) NPBIB citation, abstract and key words

The NPS agrees to:

- 1. Provide the cooperator with all existing species, bibliography and spatial data, reports, publications, etc from existing park sources as required for this project.
- 2. Provide co-leadership for and actively participate in the development of this project. NPS team members will be involved in project guidance, project review, and will contribute technical expertise in ornithology and natural resource management.
- 3. Provide NPS personnel, as available, to assist in selection of sampling sites and installation of survey equipment.
- 4. Provide assistance in locating local birders to hire as field technicians for the field work portion of the project.
- 5. Provide NPS vehicle access to remote portions of the parks for field work as road conditions allow, subject to the determination of the Superintendent. Permission to use University vehicles or University staff vehicles on parks roads in order to accomplish the objectives of this project may be granted as road conditions allow.
- 6. Provide personnel time of parks and BOSO Inventory and Monitoring Coordinator and other BOSO Science Program staff to evaluate work in progress, consult with the Cooperator, assist with database development, mapping and;
- 7. Make available, not to exceed \$79,409 to the Cooperator to carry out the terms of this Agreement. Based upon the availability of funding and satisfactory project progress. Additional funding may be obligated to the Agreement by additional amendments and upon approval of associated research and budget proposals.

ARTICLE III. TERMS OF AGREEMENT

Unless earlier terminated by operation of the terms of this agreement or by agreement of the parties in writing, this Agreement shall remain in force for five (5) years from the date of execution thereof.

ARTICLE IV. KEY OFFICIALS

The personnel specified below are considered to be essential to ensure maximum coordination and communication between the parties and the work to be performed hereunder. Either party, on notice to the other party, may designate another

person or persons to act in his/her place in an emergency or otherwise. Permanent changes of key personnel must be made in writing to the Contracting Officer.

A. Key official for the NPS is:

Dr. Mary K. Foley, Chief Scientist Boston Office
Boston Support Office
15 State Street
Boston, MA 02109
617-223-5024

B. Key officials for URI are:

Dr. Thomas P. Husband, Chair
Natural Resources Science Department
University of Rhode Island
Kingston, RI 02881
401-874-2912

Dr. Peter Paton, Principle Investigator
Natural Resources Science Department
University of Rhode Island
Kingston, RI 02881
401-874-2986

ARTICLE V. AWARD, PAYMENT & INVOICES

To accomplish the work described in Article II above the NPS hereby obligates a total NOT TO EXCEED \$79,409 from Fiscal Year 2001 funds held in Account #4525-6661-NII (\$10,563) and #4525-6651-NII (\$68,846).

The commitment of funds in furtherance of this Agreement shall be authorized by individual amendments. When the work to be accomplished and the work program are mutually agreed upon by both parties, an appropriate amendment shall be consummated, obligating funds.

In accordance with the provisions found in OMB Circular A-102 or A-110, as appropriate, invoices and other required supporting statements or certificates (all properly identified with the agreement number, the name of the NPS Key Official and, where applicable, the amendment number) will be submitted by URI to the contracting officer listed at the address shown on the signature page of this agreement.

These provisions include the following:

Reimbursement claims should be submitted on Standard Form 270 (Request for Advance or Reimbursement) or other format as approved by the Agreement Administrator, in an original and one copy.

Advances of actual funds shall be requested by submittal of a Standard Form 270, (Request for Advance or Reimbursement), in an original and one copy.

The disposition of advanced funds shall be reported quarterly by submittal of Standard Form 272, Federal Transaction Report. This form must be submitted within 15 days after the end of each calendar quarter in which funds remain outstanding.

Travel: Not Withstanding any other provisions hereof, travel expenses related to any work element will be negotiated and compensated according to current applicable Service travel regulations and URI's travel regulations up to a specified daily rate. All travel arrangements and reimbursement of URI's employees must be made by URI.

ARTICLE VI. PRIOR APPROVAL

Prior to diverting any specified key official to other programs, URI and/or NPS shall notify the Contracting Officer reasonably in advance and shall submit a justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No substitution will be made without the written consent of the Contracting Officer. Such approval will not be unreasonably withheld.

In accordance with OMB Circular A-102 or A-110 and the "Common Rule", 43 CFR Part 12., Subpart C, Paragraph 12.70:

Partners are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, certain types of post-award changes in budgets and projects shall require the prior written approval of the Contracting Officer as follows:

(a) Budget changes--non-construction: (1) Any revision which would result in the need for additional funding; (2) Cumulative transfers among direct cost categories, which exceed or are expected to exceed ten percent of the current total approved budget; or (3) any transfer of funds allotted for training allowances.

(b) Programmatic Changes: (1) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision which requires prior approval); (2) Need to extend the period of availability of funds; (3) Changes to key personnel (see above); and (4) Contracting out or otherwise obtaining the services of a third party to perform activities which are central to the purpose of the award and are not included in the Scope of Work.

ARTICLE VII. REPORTS AND/OR DELIVERABLES

As the performing organization under this Agreement, URI shall follow the procedures set forth in OMB Circular A-102 or A-110, as appropriate. Reports shall be submitted to the Agreement Administrator.

Performance Reports: URI shall submit an annual performance report. For multi-year projects, a final performance report shall be submitted 90 days after the expiration or termination of the agreement.

Financial Reports: (1) URI shall submit Standard Form 269 or 269A, Financial Status Report, which details program outlays and program income, on an annual basis.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition shall be in accordance with OMB Circular A-102 or A-110, as appropriate. All tools, equipment, and facilities furnished by the NPS shall be on a loan basis only and shall be returned in the same condition received except for normal wear and tear in project use.

ARTICLE IX. TERMINATION

While it is the express intent of both parties that the activities described under this agreement continue uninterrupted, this agreement may be terminated or suspended in accordance with the provisions set forth with 43 C.F.R. Part 12 which provides as follows:

Awards to Institutions of Higher Education, Hospitals and Other Non-Profit Organizations may be terminated in whole or in part only if paragraph (1), (2) or (3) of this section applies

(1) By the Federal awarding agency, if a recipient materially fails to comply with the terms and conditions of an award.

(2) By the Federal awarding agency with the consent of the recipient, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

(3) By the recipient upon sending to the Federal awarding agency written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety under either paragraph (a) (1) or (2) of this section.

Awards to State and Local Governments may be terminated in whole or in part only as follows:

- (4) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (5) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety.

ARTICLE X. GENERAL AND SPECIAL PROVISIONS

A. GENERAL PROVISIONS

1. This agreement shall be subject to the following provisions which are incorporated herein by reference:

- a. OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations"
- and
- b. OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"
- and
- c. MB Circular A-21, "Cost Principles for Educational Institutions".

2. Additional Provisions which apply to all cooperators include:

- a. 43 CFR Part 12 including
 - (1) Applicability of various OMB circulars
 - (2) Administrative requirements
 - (3) Government Debarment and Suspension

(4) Drug-Free Workplace Requirements

(5) Buy American Requirements for Assistance Programs

b. 43 CFR Part 18, Restrictions on Lobbying Disclosure Requirements

c. MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Other Federal Assistance Agreements, 505 DM 3.1 - 3.5C(1)(A) or 5.1 - 5.6E(1), as appropriate.

d. Limitations on Payments to Influence Certain Federal Transactions, FAR 52.203-12.

e. Non-discrimination Requirements. All activities pursuant to this Agreement and the provisions of Exec. Order No. 11246, 3 CFR 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC Section 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC Section 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC Section 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, handicap, religious or sex in providing for facilities and service to the public.

3. The following certifications are required in accordance with the above provisions and are attached hereto and made a part of this agreement (the blue pages must be filled out, signed as appropriate, and returned with the signed agreement):

a. Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (Attachment A, DI-2010, 3 pages). Note various segments and alternatives: Part A should be prepared by each partner plus Part B by any "Lower Tiered Party" (sub-contractors, sub-consultants, NOT employees) to this agreement; Part C, if other than an individual or Part D, if an individual; plus Part E for all agreements which will exceed \$100,000 Federal assistance.

b. Disclosure of Lobbying Activities (Attachment B, Standard Forms LLL and LLL-A, 3 pages) for all partners completing Attachment A, Part B.

B. SPECIAL PROVISIONS

1. Availability of Funding

This agreement and the obligations of the Service hereunder shall be subject to the availability of funding, and nothing herein contained shall be construed as binding the

Service to expend in one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of the agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

2. Public Information

a. Promotions

URI shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Governmental, Departmental, Service or Federal Government employee endorsement of a product, service, or position which URI represents. No release of information relating to this agreement may state or imply that the Government endorses URI's work product as superior to other products or services.

b. Federal Disclaimer

URI will ensure that all information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

c. Public Information Release

URI must obtain prior approval from the NPS Key Official for any public information releases which refer to the Department of the Interior, the NPS, any sub-unit or employee thereof (by name or title), or this agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted, with a request for approval, to the NPS key official named in Article IV of this agreement.

d. Publication of Study Results

No party shall unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others, however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice 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 for any statements on which there is a difference of opinion.

3. Direct Benefit Clause

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, unless the share or part or benefit is for the general benefit of a corporation or company.

4. 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 the 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, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

5. Indemnification

This Agreement is in consideration of and upon the express condition that the United States of America, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury to any person or property of any kind whatsoever, whether to the person or property of URI or third parties, from any cause(s) whatsoever arising from any act or omission by employees or representatives of URI undertaken pursuant to this Agreement, and that URI hereby covenants and agrees to release, indemnify, defend, save and hold harmless the United States, its agents and employees from all such liabilities, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims, suits or losses however occurring or damages arising out of the same.

6. Insurance and Related Liability

URI shall be fully responsible for the acts and omissions of its representatives, employees, contractors and subcontractors connected with the performance of this agreement and shall:

a. Procure and maintain during the term of the agreement, insurance or qualified self insurance in amounts not less than as follows:

(1) Workman's Compensation and Employer's Liability Insurance: Compliance with applicable Federal and State worker's compensation and occupational disease statutes shall be required. Employer's liability coverage in the minimum amount of one hundred thousand dollars (\$100,000). Such coverage shall only extend to injuries to URI employees and not United States of America employees. The United States of America shall insure its own employees for under Federal Workers Compensation laws for injuries arising out of performance of this agreement.

(2) General Liability Insurance: General liability insurance, protecting URI and its employees, in the minimum amount 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.

(3) Automobile Liability Insurance: This insurance shall be required on the comprehensive form of the policy and shall provide for bodily injury and property damage liability covering the operation of all licensed motor vehicles used in connection with performing the agreement. The minimum limits of two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence of property damage shall be required.

b. 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.

7. Consistency with Public Laws

This agreement is subject to all laws, regulations and policies governing the NPS whether now in effect or hereafter adopted.

8. Volunteers in the Park

Not used in this agreement.

ARTICLE XI. ATTACHMENTS AND APPENDICES

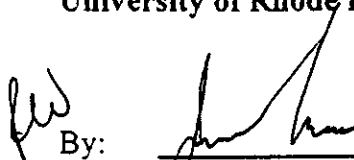
This agreement shall be subject to the following appendices which are attached hereto and incorporated herewith by reference, except as amended or waived by joint agreement:

1. Attachment A - Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying, DI-2010.
2. Attachment B - Disclosure of Lobbying Activities, SF-LLL and SF-LLL-A.

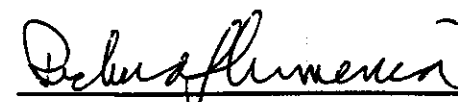
ARTICLE XII. AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or representatives the day and year written below.

University of Rhode Island

By:  7/16/01
Janett Trubatch Date
URI Contracting Officer
University of Rhode Island
Kingston, RI 02881

National Park Service

By:  7/16/01
Richard J. Armenia Date
Contracting Officer
Boston Support Office
15 State Street
Boston, MA 02129
(617) 223-5037
Richard_Armenia@nps.gov



United States Department of the Interior

NATIONAL PARK SERVICE
Boston Support Office
15 State Street
Boston, Massachusetts 02109-3572

IN REPLY REFER TO:

July 26, 2001
A4415 (BOSO-COS)
1443-CA4525-B-0004

Ms. Janett Trubatch
URI Contracting Officer
University of Rhode Island
Kingston, RI 02881

Dear Ms. Trubatch:

Enclosed is a fully executed copy of Cooperative Agreement 1443-CA4525-B-0004 between the University of Rhode Island and the National Park Service.

We would like to remind you at this time of the annual reporting requirements outlined in the OMB Circulars. Both financial and performance reports shall be submitted to the Contracting Officer within thirty days at the end of each reporting period.

Thank you very much for your support. We look forward to a continuing mutually beneficial relationship.

Sincerely,

Lisa M. Cutone
Procurement Assistant

Enclosure

cc: Mary Foley/BOSO