

COOPERATIVE AGREEMENT
1443CA4520-98-017
between the
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
and the
WILDLIFE CONSERVATION SOCIETY

Project Title: Inventory of Amphibian and Reptile Populations in
Northeast Parks

Date: Date of Execution Thru: September 30, 2003

Fiscal Year 1998 Funding: Not to exceed \$203,000

Account: 4525-6038-NII-N-412A-8

THIS AGREEMENT is made and entered into between **WILDLIFE CONSERVATION SOCIETY**, hereinafter also called **WCS** and the United States Department of the Interior, National Park Service, hereinafter also called **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 National Park Service programs pursuant to 31 U.S.C. 6305 to carry out public purposes of National Park Service programs

WHEREAS, pursuant to 16 U.S.C. Section 1a-2(j), the National Park Service 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, 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."

WHEREAS, the Wildlife Conservation Society is a private, not for

profit organization whose mission is to promote wildlife conservation and biodiversity preservation through education, research, inventory and monitoring, and cooperative management programs throughout the world.

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

The work to be conducted under the terms of this agreement consists of conducting an inventory of the amphibian and reptile species occurring at the following NPS sites, all located within the New England Cluster of the Northeast Region;

- ✓ Acadia National Park, Bar Harbor, ME
- Fire Island National Seashore, Patchogue, NY
- Gateway National Recreation Area, NY/NJ
- 1 Minute Man National Historic Site, Lexington, MA
- 2 Morristown National Historic Park, Morristown, NJ
- Sagamore Hill National Historic Site, Oyster Bay, NY
- 3 Saint-Gaudens National Historic Site, Cornish, NH
- 4 Saratoga National Historic Park, Saratoga, NY
- 5 Weir Farm National Historic Site, Wilton, CT.

The specific objectives are as follows:

1. To document through field investigations the occurrence of at least 90% of the species of amphibians and reptiles currently estimated to occur at each park.
2. To describe the distribution and relative abundance of Federal or state listed Threatened or Endangered species and exotics occurring within the park boundaries.
3. To provide the information necessary to develop a general monitoring strategy and design, which can be implemented by parks once inventories have been completed, tailored to specific park threats and resource issues.

WCS agrees to:

1. To conduct amphibian and reptile inventory of the above nine NPS sites, in accordance with the specific objectives cited above, and the "General Guidelines for Biological Inventories" (Attachment 1)).

*** NATIONAL PARK SERVICE ***

2. To provide staff, equipment, and materials necessary to conduct the fieldwork, analysis, and documentation called for in attachment 1.
3. Develop Full Study Plan (as described in attachment 1) prior to initiation of fieldwork.
4. Prepare annual progress reports, due at the end of each calendar year.
5. Prepare a final report that includes, but is not limited to, information on species occurrence, relative abundance, maps for each species showing distribution of species within each park and habitat type, maps showing location and coordinates of all sampling points, and a design for future monitoring.

NPS agrees to:

1. Provide WCS with all existing data it possesses on species occurrence, vegetation, wetlands, topography, soils, and trails, at each of the park sites. Where possible, data will be supplied in digital form.
2. To the extent possible, provide logistical support in the form of lodging (for which there may be a nominal charge) and a vehicle for equipment transport.
3. To the extent possible, provide a park staff member to work with WCS field crew. Park employee will guide WCS crew, and participate in sampling and data collection.

Both Parties Agree To:

1. Jointly determine the appropriate inventory methods, sampling strategies, and work schedule to meet project objectives.
2. Jointly obtain necessary state scientific collecting permits.
3. The work to be conducted under this agreement will be conducted over the course of 5 years, in accordance with the work schedule developed by the NPS and WCS.

ARTICLE III. TERMS OF AGREEMENT

*** NATIONAL PARK SERVICE ***

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 5 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 be to the work being 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. The Key official for the National Park Service is:

Dr. Robert P. Cook
National Park Service
Cape Cod National Seashore
Division of Natural Resources
99 Marconi Site Road
Wellfleet, MA 02667
508-487-3262 ext 106

B. The key official for the WILDLIFE CONSERVATION SOCIETY is:

John Behler, Curator
Department of Herpetology
Wildlife Conservation Society
Bronx, NY 10460
718-220-5152

ARTICLE V. AWARD, PAYMENT & INVOICES

The commitment of funds in furtherance of this Agreement shall be authorized by this Agreement. The amount of the Agreement is not to exceed \$203,000 and shall be charged to appropriation 4525-6038-NII-N-412A-8

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 National Park Service Key Official and, where applicable, the amendment number) will be submitted by the WILDLIFE CONSERVATION SOCIETY to the Contracting

Officer at the address shown on the signature page of this agreement.

These provisions include the following:

Reimbursement claims should be submitted on standard Form 1034 (Public Voucher for Purchases and Service Other Than Personal) and Continuation Sheet 1035, in an original and three (3) copies.

Advances of actual funds shall be requested by submittal of a Standard Form 270.

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 the WILDLIFE CONSERVATION SOCIETY 's travel regulations up to a specified daily rate. All travel arrangements and reimbursement of WILDLIFE CONSERVATION SOCIETY 's employees must be made by the WILDLIFE CONSERVATION SOCIETY.

ARTICLE VI. PRIOR APPROVAL

Prior to diverting any specified key official to other programs, the WILDLIFE CONSERVATION SOCIETY and/or National Park Service 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, WILDLIFE CONSERVATION SOCIETY shall follow the procedures set forth in OMB Circular A-102 or A-110, as appropriate. Reports shall be submitted to the Contracting Officer.

Performance Reports: WILDLIFE CONSERVATION SOCIETY 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) WILDLIFE CONSERVATION SOCIETY shall submit Standard Form 269 or 269A, Financial Status Report, which details program outlays and program income, on an annual basis; and (2) for agreements which are paid in advance WILDLIFE CONSERVATION SOCIETY shall submit Standard Form 272, Federal Cash Transactions Report no later than 15 working days following the end of each quarter.

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 non-expendable property and equipment purchased under this agreement will become property of the National Park Service upon termination of this agreement.

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. If the cooperator is an agency of a **state or local government**:

i. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"

and

ii. OMB Circular A-128, "Audit Requirements for State and Local Governments"

and

iii. OMB Circular A-87, "Cost Principles for State and Local Governments".

b. If the cooperator is an **institution of higher education, hospital, and/or other nonprofit organization**:

i. OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations"

and

ii. OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions"

and

iii. OMB Circular A-21, "Cost Principles for Educational Institutions"

or

iv. OMB Circular A-122, "Cost Principles for Nonprofit Organizations".

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 (found in Subpart E and re-authorized via PL104-134, Section 307 [signed April 26, 1996])

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.

c. MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Other Federal Assistance Agreements (Attachment C, Standard Form 334, 4 pages). These forms should be prepared for any agreement which is valued at \$500,000 or more and involves the procurement of supplies, equipment, construction or services.

d. USDI - Civil Rights Assurance Certification (Attachment D, Form DI-1350, 1 page).

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

The WILDLIFE CONSERVATION SOCIETY 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 the WILDLIFE CONSERVATION SOCIETY represents. No release of information relating to this agreement may state or imply that the Government endorses the WILDLIFE CONSERVATION SOCIETY's work product as superior to other products or services.

b. Federal Disclaimer

The WILDLIFE CONSERVATION SOCIETY 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

WILDLIFE CONSERVATION SOCIETY must obtain prior approval from the National Park Service Key Official for any public information releases which refer to the Department of the Interior, the National Park Service, 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 the request for approval.

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. Anti-Lobbying Clause

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 of 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 WILDLIFE CONSERVATION SOCIETY or third parties, from any cause(s) whatsoever arising from any act or omission by WILDLIFE CONSERVATION SOCIETY undertaken pursuant to this Agreement, and that WILDLIFE CONSERVATION SOCIETY 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

The WILDLIFE CONSERVATION SOCIETY 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 in a form satisfactory to the Contracting Officer and by an insurance company acceptable to the Contracting Officer. The policies shall name the United States as an additional insured, shall specify that the primary 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 primary insured's sole risk. The amounts of the insurance shall not be 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).

(2) General Liability Insurance: General liability insurance 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. Public Laws

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

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:

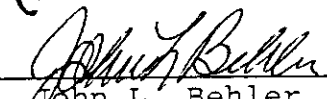
1. Attachment A - Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying, DI-2010.
2. Attachment B - Disclosure of Lobbying Activities, SF-LLL and SF-LLL-A.
3. Attachment C - MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Other Federal Assistance, SF- 334.
4. Attachment D - Civil Rights Assurance, DI-1350.
5. Attachment 1- General Guidelines For Biological Inventories

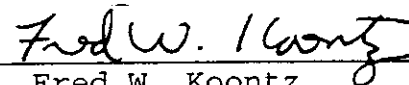
ARTICLE XII. AUTHORIZING SIGNATURES

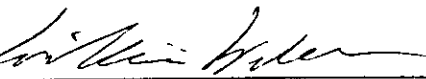
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or representatives the day and year written below.

WILDLIFE CONSERVATION SOCIETY

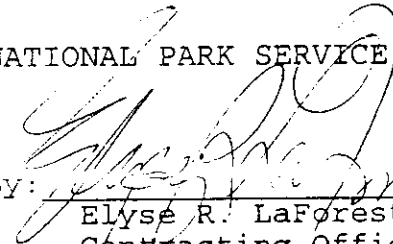
By: 
Mr. William Conway
President and General
Director

By:  9/23/98
John L. Behler
Curator, Department of
Herpetology

By: 
Fred W. Koontz
Director, Science
Resource Center

By: 
Bill Weber
Director, North America
Program

NATIONAL PARK SERVICE

By:  9/15/98
Elyse R. LaForest Date
Contracting Officer
Boston Support Office
15 State Street
Boston, MA 02109
(617) 223-5037

*** NATIONAL PARK SERVICE ***