



United States Department of the Interior

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

IN REPLY REFER TO:

August 2, 2001
A4415 (BOSO-COS)
1443-CA4520-B-0009

Mr. James S. Ward, IV
Office of Research and Sponsored Programs
University of Maine
5717 Corbett Hall
Orono, ME 04469-5717

Dear Mr. Ward:

Enclosed is a fully executed copy of Cooperative Agreement, 1443-CA4520-B-0009, between the University of Maine 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

COOPERATIVE AGREEMENT

1443-CA4525-B-0009

between the

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

and the

UNIVERSITY OF MAINE

Beginning Date: Date of Execution Completion Date: January, 2004

Fiscal Year 2001 Funding: Not to Exceed \$63,000

Fiscal Year 2001 Account Numbers: # 4525-6661-NII

Project Title: Inventory of Intertidal and Estuarine Fishes of Acadia National Park

THIS AGREEMENT is made and entered into between the University of Maine hereinafter also called **University** 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, 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 Maine is an educational institution, non-profit institution of higher education and dedicated to undertaking research and education for the public good. Unit personnel work closely with biologists with the Maine Departments of Marine Resources and Inland Fisheries and Wildlife, and have a good working relationship with National Park Service personnel in Maine. The Unit comes to this investigation with over 37 years of experience conducting fisheries investigations in Maine waters, and the Principal Investigator has over 33 years of experience conducting intertidal and estuary research.

WHEREAS, the NPS and University endeavor to undertake a cooperative effort to inventory and investigate intertidal and estuarine fish species within Acadia National Park.

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

Acadia National Park is part of the Northeast Temperate Network, and inventory and monitoring activities are becoming increasingly important to the long-term management goals of the Park. Summaries of past studies of freshwater fish resources of Acadia National Park have been issued (Bowes et al. 1999) and more detailed inventories (with relative abundance assessments) are undergoing final reviews (Moring et al. 2001). However, detailed inventories of fishes of estuaries and intertidal areas adjacent to Park lands are very limited.

Fishes inhabiting these mixing areas between the land and ocean are extremely important components of ecosystems (Edwards et al. 1982), and can be categorized in one of three groups. **Intertidal fishes** are those utilizing the intertidal zone, either during flood or ebb tides. Typically, they forage in the area between the low and high tide marks during the flood tide, then often depart with the receding tide. **Tidepool fishes** are found in isolated, trapped tidepools at low tide. Tidepool fishes are also intertidal fishes, but not all intertidal fishes are tidepool fishes. Tidepool fishes include (1) those species that spend their entire life cycle (or much of it) living in tidepools and the intertidal zone, (2) juvenile stages of subtidal fishes that use tidepools as refuges from predators during the first or second year of life, and (3) occasional, rare visitors--typically intertidal species that become trapped in pools with a rapidly receding tide. **Estuarine fishes** are those found in the transition zones between river mouths and the ocean, and in salt marshes. Often, the species list for such areas depends on the salinity at a given location, although many estuarine fish species are euryhaline, and are able to live in a variety of salinities.

These intertidal and estuarine areas are particularly susceptible to oil spills, sewage, chemical pollutants released into coastal areas, and coastal development (Moring 1983). Not only do such spills tend to concentrate along the shores (Boesch et al. 1974), but intertidal and estuarine fishes have strong habitat and food requirements in these locales. Even if fishes are able to physically move from an impacted area, marine algae and many forms of sessile invertebrates can not leave. Thus, fishes can be adversely affected, even in an indirect way because of the strong habitat

requirements and associations (Boesch and Turner 1984; Rozas and Odum 1988; Sogard and Able 1991). Estuaries are typically the most productive regions of coastal waters and tidepools serve important nursery and refuge functions for many commercially-important species of marine fishes in Maine waters, such as juvenile pollock (*Pollachius virens*), Atlantic herring (*Clupea harengus*), winter flounder (*Pleuronectes americanus*), and lumpfish (*Cyclopterus lumpus*). As a consequence, future Park management may rely heavily on baseline inventories of species presence and their relative abundance.

Doering et al. (1995) completed an analysis of the Bass Harbor Marsh system near Bass Harbor, and this included some sampling of fishes. However, the emphasis of those investigations was water quality and other physical/chemical features. Fish collections were made at several stations within the estuary, periodically between the months of April and October.

Some limited work on the Northeast Creek estuary has targeted single fish species (e.g., mummichog, *Fundulus heteroclitus*). The species present and relative abundance of fishes in other estuaries have been little studied, if at all. Thus, fish species presence and absence and positions related to salinity and season need to be documented for principal estuaries.

Procter's (1933) biological examination of Mount Desert Island examined intertidal and inshore marine fishes, but the collections were not made temporally, nor were they quantitative. Rather, Procter only documented some species that were collected in the 1920s and 1930s. Moring (1990b) has examined fish species of tidepools along Schoodic Peninsula (a detached portion of Acadia National Park near Winter Harbor) since 1979 and has provided check lists and relative abundance data for Maine tidepool fishes (Moring 1993a). Moring also has conducted more detailed investigations of individual intertidal and inshore fishes (e.g., rock gunnel, *Pholis gunnellus* (Moring 1993b), lumpfish (Moring 1989; Moring and Moring 1991), and sculpins, *Myoxocephalus* spp. (Moring 2001), among others. But, intertidal fish populations adjacent to Park lands on Mount Desert Island have not been examined on a broad or even a local scale.

OBJECTIVES:

The objectives of this research are to (1) inventory fish species found in tidepools at locations adjacent to Park lands on Mount Desert Island and Schoodic Peninsula, and (2) conduct more detailed inventories of estuarine fishes at Northeast Creek, Frazer Creek, Bass Harbor Marsh, and 10 other locations over different seasons and estuarine locations.

METHODS:

Fishes will be inventoried during two field seasons, 2001 and 2002. This is strictly an inventory process and is not intended to be a long-term monitoring protocol. Thus, quantitative sampling procedures will not be utilized that will allow for repetitive comparisons in future years. Rather, the objective is to sample as many diverse habitats as possible in the intertidal and estuarine zones to maximize the resultant species lists. Intertidal sampling and estuarine sampling can not be placed within a convenient experimental sampling design because dates and times of sampling must, to a large extent, be based on tidal cycles. The Bay of Fundy and waters adjacent to Acadia National Park have some of the highest tidal ranges in the world. Some locations and their inhabitants are only accessible during -0.0 m tides, while much estuarine sampling will be

conducted during flood tides. In addition, many suitable tides occur at night, which limits sampling because of visibility and safety concerns, and inclement weather conditions adversely affect visibility for intertidal sampling.

Because of this, there only will be a finite number of sampling days available each year to accomplish this inventory, and these do not occur on a regular sampling basis. Two seasons of sampling will be necessary to adequately document the fish populations.

All data regarding fauna and location will be entered by the investigators into the National Park Service NPSpecies Database, with guidance from the Park biologists (Wildlife) and data management technicians. The Park has requested that one to three specimens of each species be collected for the Park's reference collection. The Principal Investigator will confer with the Park's museum curator concerning preservation, labeling, and cataloging specimens for the NPS Collections Management program.

Intertidal Sampling

Tidepool fish presence in the rocky intertidal zone is seasonal in nature (Moring 1990b, 1993a). Winter water temperatures can reach slightly below 0°C and almost all fish species depart for subtidal waters in winter. It has been documented that fishes are generally absent from tidepools from about November through April (Moring 1990b), with the exception of the occasional presence of sculpins (*Myoxocephalus* spp.). Therefore, sampling in tidepools along the rocky shores will occur from May through October.

On these trips, fishes will be collected at low tides using long-handled dip nets, small seines, small hand nets, (occasionally) small, baited minnow traps, and small trawls. These techniques have been efficient and productive in previous investigations (Chenoweth 1973; Moring et al. 1980; Moring 1990a). Each captured fish will be anesthetized using MS-222 (tricaine methanesulfonate), identified, measured to total length, and then returned to the tidepool where collected. Except for the smallest fishes, measuring can induce stress in fishes, thus anesthesia is appropriate. In addition, the Institutional Animal Care and Use Committee recommends the use of anesthetics to avoid stress and pain when handling fishes.

Between one and two sampling locations can be inventoried on each appropriate low tide period, as the sampling window exists only from about 1.5 hours prior to low tide to 1.5 hours after low tide. The objective will be to sample each such intertidal location at least once during spring, summer, and fall over the two field seasons. It is anticipated that a minimum of 12 general intertidal sections, each with multiple pools, as well as other areas with single pools, will be visited for this inventory.

In addition, small trap nets and minnow traps may be anchored in pools to assess intertidal visitors during flood tides when direct sampling is difficult. Larger-scale sampling using staked gill nets in the intertidal zone has been employed by Ojeda and Dearborn (1989, 1991), but the procedures are extremely labor-intensive, difficult to employ, and dangerous to implement on a broad scale, and would be cost-prohibitive for these investigations.

Date, time, water temperature, pool height (which can then be related to tidal height), approximate algal cover, and salinity will be recorded at each location for each sampling date. All intertidal sampling locations will be recorded using a GPS unit so that GPS location and related fish species and numbers can be used by others in GIS applications. Tidepool surface area will be measured at least once during the inventory using digital measuring devices. Approval will be obtained from the University of Maine's Institutional Animal Care and Use Committee for the fish collecting and handling procedures, but fishes will be released. Mortality associated with capture is expected to be minimal except for specimens that will be preserved and held by Acadia National Park, at the request of Resource Management staff. Invertebrates collected during trapping will be noted and counted, but no attempt will be made to make quantitative or qualitative assessments of community species.

Estuarine Sampling

A maximum of 13 estuaries will be examined for fish inhabitants, each of which borders Acadia National Park lands: Bass Harbor Marsh, Northeast Creek, Frazer Creek, Breakneck Brook/Hulls Cove, Schooner Head, Otter Cove/Otter Creek, Hunters Brook, Ship Harbor, Pretty Harsh, Stanley Brook./Seal Harbor, Whalesback/Northeast Somes Sound, and Man of War Brook/Acadia Mountain. Some of these estuaries are quite limited in size, and may not be functional estuaries during all seasons. At each estuary, a series of stations will be established where water temperature, depth, and salinity will be recorded. Depending on the location, fishes will be collected using beach seines, gill nets, trap nets, and baited minnow traps. Catch effort (time) will be recorded for use in providing catch-per-unit-effort data for relative abundance estimates. Such sampling will be conducted at low tides and high tides to assess tidal differences in species and species numbers. These sampling stations will be accessible by boat and from shore. Thus, a complete sampling trip to an estuary will take from three to five days to complete. Each estuary will be visited in spring, summer, and fall over the course of the entire two seasons, 2001 and 2002, depending on tides and weather conditions. Handling procedures and GPS coordination will be similar to those techniques used in collecting and processing intertidal fish specimens. Invertebrates encountered while trapping will be noted and counted, but the objective is to make inventories of fishes rather than invertebrates. Submerged cover and bottom type will be recorded.

Statistical Notes

The intertidal sampling can not be designed to fit a normal sampling approach because tidepools are only exposed during limited periods each day and the times and height of the low tides vary each day. The objectives of this inventory is to determine presence or absence of species and estimate, based on catch and effort, relative abundance. Along Mount Desert Island and Schoodic Peninsula, rocky intertidal areas containing tidepools are scattered, so a thorough search of each pool or series of pools can be accomplished on a single trip. For example, although the intertidal zone of Schoodic Peninsula stretches for many miles, there are actually only six principal rocky tidepool sections that contain fishes at low tide, each with only one or two pools. Thus, instead of randomized sampling points, each such section can be thoroughly examined. Within a single pool, it is not valid to create subsampling locations because a tidepool may contain several distinct microhabitat types. Since the purpose is to maximize encounters with as many fish species as possible, the objective will be to sample a variety of habitats.

For estuaries, a modified random design can sometimes be employed, except that species distribution and abundance is largely a factor of salinity and cover. Certain species will be found higher in the system, in waters with low salinities, while other species are confined to lower reaches, where salinities are higher.. Thus, sampling site selection must maximize possible fish encounters across salinity and habitat gradients, which are fluid--changing with tidal cycle. In both environments, the overall objective is to thoroughly sample as many habitats and seasons as possible.

For both intertidal and estuarine sampling, species richness and diversity indices will be calculated (Richness, Shannon-Weaver, Dominance, etc.) and compared in relation to location, water temperature, surface area, and salinity. Species lists will be presented by estuarine area and by general intertidal location in relation to Park lands.

Safety Concerns

For the intertidal zone, access is often across slippery, algae-covered rocks; thus, unstable footing is a major concern. During implement weather, working in the turbulent intertidal zone can be dangerous because of water turbulence, waves, and wet rocks. As a consequence, sampling trips during poor weather will be avoided, partly because visibility of pools is impaired. Flood tides advance quite rapidly and samplers and equipment can be isolated and trapped--thus the time windows of sampling are only broad guidelines.

For estuarine sampling, boats may be required. All operators of motorized boats will complete a Department of the Interior Motorboat Operators Course prior to using outboard motors. Safety equipment for boats, including personal flotation jackets, safety lights, first aid kits, and fire extinguishers will be placed on boats. We do not anticipate sampling at night, so night safety concerns may not be an issue. However, working in boats in rapidly changing tidal conditions is recognized as a potentially dangerous situation. No personnel will work alone in the field,

Specific Roles of Cooperators

UNIVERSITY agrees to:

1. Designate Dr. John Mooring 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 undergraduate crew leader (x 8 months) to assist the Principle Investigator and to be supervised by the Principle Investigator.
3. Hire one undergraduate field assistant (x 8 months)
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 can be found on the web at: <http://www.nature.nps.gov/im/apps/specs/>. 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) Species data provided in an MS Access database including the mandatory fields for conversion to the NPS NPSpecies database.
- d) Relational database in Microsoft Access that contains attribute data collected during this survey.
- 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 will be submitted annually using the National Park Service's Investigator's Annual Report (IAR) reporting system, which is a web-based summary. These annual summaries will be a product of annual meetings between Park officials and the investigators
- 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.

The report will include sampling locations recorded by GPS, according to ANP-NPS GIS standards. Originals of all photographs or slides (labeled), field notes, and written descriptions of field or laboratory techniques will accompany the Final Report.

- i) Metadata of the spatial distribution and abundance of fish in the park, which will conform to current NPS guidelines.
- j) NPBIB citation, abstract and key words.
- k) Label all collections and catalog specimens according to NPS Collection Management guidelines.

Special Attributes

The Maine Cooperative Fish and Wildlife Research Unit owns some sampling equipment and computer hardware and software needed to conduct these investigations, including nets, computer hardware and software, and field GPS units. The project will purchase trap nets, minnow traps, and gill nets will be needed because of the extensive sampling in estuaries. The Unit is not requesting salary for the Principal Investigator, but he will be committing 2 person-months of time each year to this project. The Unit will be most cost-effective in conducting this work, using undergraduate students to conduct most field sampling, thus negating the need to budget for professional salaries and benefits.

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 NPS personnel, as available, to assist in selection of sampling sites and installation of survey equipment.
3. 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.
4. 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;
5. Make available, not to exceed \$63,000 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.

PLEASE
INITIAL

Both the NPS and University Agree:

1. That the UNIVERSITY will charge an indirect cost rate of one-half the rate approved for use on agreements with the federal government and will contribute the remaining indirect costs.
2. That nothing herein shall be construed as obligating either the UNIVERSITY or the NPS to expend funds or to be obligated to any contract or other obligation for the commitment of funds until and unless appropriations are authorized by law and obligated in specific contractual documents; and
3. This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded by one party to the other by written notice at least thirty (30) days prior to the proposed date of such modification.

~~agrees to:~~

PLEASE
INITIAL

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 until January, 2004.

ARTICLE IV. KEY OFFICIALS

A. Key official for the NPS is:

Dr. Mary K. Foley, Chief Scientist Boston Office
NPS-New England System Support Office
15 State Street
Boston, MA 02109
617-223-5024
e-mail: mary_foley@nps.gov

B. Key officials for UNIVERSITY is:

James S. Ward, IV
Office of Research and Sponsored Programs University of Maine
5717 Corbett Hall
University of Maine
Orono, ME 04469-5717
207-581-2201
1476

PLEASE
INITIAL

ARTICLE V. AWARD, PAYMENT & INVOICES

To accomplish the work described in Article II above the NPS hereby obligates a total NOT TO EXCEED \$63,000 from Fiscal Year 2001 funds held in Account # 4525-6661-NII.

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

ARTICLE VI. PRIOR APPROVAL

Prior to diverting any specified key official to other programs, UNIVERSITY 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, **UNIVERSITY** 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: **UNIVERSITY** 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) **UNIVERSITY** 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, University 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 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. 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

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 **UNIVERSITY** 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 **UNIVERSITY** represents. No release of information relating to this agreement may state or imply that the Government endorses **UNIVERSITY** work product as superior to other products or services.

b. Federal Disclaimer

The **UNIVERSITY** 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

For purposes of coordination the **UNIVERSITY** will submit to the key official so designated by the **SERVICE**, a copy of all information releases it prepares for the external media which relate to the activities carried out under this agreement. The copy will be provided at least 24 hours in advance of the time it is released to the media.

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-not used

6. Insurance and Related Liability

The **UNIVERSITY** 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, protecting **UNIVERSITY** 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.
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

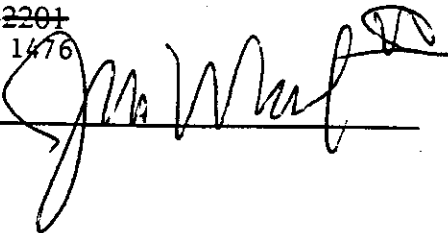
ARTICLE XII. AUTHORIZING SIGNATURES

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 Maine

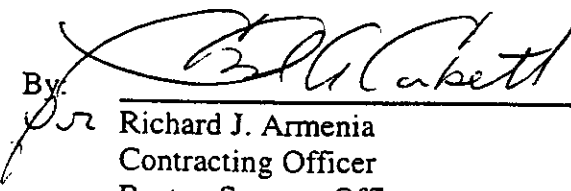
James S. Ward, IV
Office of Research and Sponsored Programs University of Maine
5717 Corbett Hall
Orono, ME 04469-5717
207-581-2201

By:

1476


National Park Service

By:


Richard J. Armenia
Contracting Officer
Boston Support Office
15 State Street
Boston, MA 02129
(617) 223-5155
richard_armenia@nps.gov

8/1/01
Date