

COOPERATIVE AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
EVERGLADES NATIONAL PARK
AND
UNIVERSITY OF SOUTH FLORIDA

ARTICLE I- Background and Objectives

A. **Background** – The parties to this cooperative agreement for a project in Everglades National Park, the National Park Service (NPS) and the University of South Florida (UNIVERSITY).

B. **Objective** – The principle objective of this agreement is to perform research for Genetic Analysis of Cape Sable Seaside Sparrow, within the boundary of Everglades National Park. Provide local knowledge and guidance relating to acceptability of site locations, data collection methods (i.e. destructive sampling, transport, export and storage of specimens). Provide information requested by the University in order to obtain annual collecting and use permits to project's personnel. For information, the University should contact the technical representative assigned to this project.

ARTICLE II - Authority

A. **Federal:**

16 U.S.C. 1a-2(j) authorizes the PARK to enter into agreements with public or private institutions for the purpose of developing adequate, coordinated, cooperative research programs concerning the resources of the National Park System and pursuant to such agreements, make available to the cooperator financial assistance of mutually agreed upon research projects; and

16 U.S.C. 1g authorizes the PARK to enter into agreements with educational institutions for the public purpose of carrying out service programs.

ARTICLE III – STATEMENT OF WORK

The NPS and the UNIVERSITY will perform the functions specified below in accordance with the provisions of this agreement.

A. The NPS agrees to:

1. Provide local knowledge and guidance relating to acceptability of site locations, data collection methods (i.e. destructive sampling, transport, export and storage of specimens).
2. Provide information requested by the UNIVERSITY in order to obtain annual

collecting and use permits to project's personnel. For information, the UNVIERSTIY should contact the technical representative assigned to this project.

3. Agency involvement in the selection of key personnel.

4. Extensive technical participation, agency review, and approval of one stage before work can begin on a subsequent stage.

5. Operational involvement or participation during the project to ensure compliance with appropriate statutory requirements.

6. Facilitate the processing of annual collecting and use permit applications from project personnel.

B. The UNIVERSITY agrees to:

1. Conduct work as described in the proposal titled "Genetic Analysis of Cape Sable Seaside Sparrow". Performance under the terms of this agreement will be in accordance with the attached statement of work.

ARTICLE IV – TERM OF AGREEMENT

This agreement will become effective upon signature of both parties and extend through July 31, 2004.

ARTICLE V – KEY OFFICIALS

The key officials specified in this agreement are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed. Upon written notice, either party may designate an alternate to act in place of the designated key official, in an emergency or otherwise.

A. **For the National Park Service:**

Signatory/Administrative

Randy Effert
Contracting Officer
40001 State Road 9336
Homestead, FL 33034

Local/Coordinating

Maureen Finnerty
Superintendent
40001 State Road 9336
Homestead, FL 33034

Sonny Bass, Government Technical Representative
South Florida Natural Resources Center
Everglades National Park
40001 State Road 9336
Homestead, FL 33034-6733

B. **For the University of South Florida:**

Signatory/Administrative

Priscilla Pope
Director of Sponsored Research

University of South Florida
4202 E. Fowler Ave. FAO 126
Tampa, Florida 33620

Dr. Stephen Karl, Principle Investigator
Department of Biology
University of South Florida
4202 E. Fowler Ave. SCA 110
Tampa, Florida 33620

C. **Communications** – The UNIVERSTIY shall address any communications regarding this agreement to the Government Technical Representative (GTR), with a copy to the Contracting Officer of the area. Communications that relate solely to routine operational matters described in the current work plan may be set only to the Contracting Officer.

D. **Changes in Key Officials** – Neither the NPS nor the UNIVERSITY may make any change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice shall include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this agreement. Any change in key officials shall be made only by modification to this agreement.

ARTICLE VI - Award and Payment

A. **Work Plan, Budget, and Award of Funds** – A statement of work and budget specifying the tasks the UNIVERSITY will accomplish during the term of this agreement are attached to this agreement. The Service will award funds to the UNIVERSITY on a reimbursable basis, based on the work plan and budget.

B. **Request for Reimbursement** – The NPS will reimburse the UNIVERSTIY quarterly upon presentation of a written request for reimbursement. The UNIVERSTIY shall submit each such request on Standard Form 270 (SF-270), Request for Advance or Reimbursement, original and two copies, to the contracting officer at the address specified in Article V.

C. **Chargeable Appropriation** – The chargeable appropriation for this agreement is account number 5284-3006-388 in the amount of \$52,503.00. Nothing in this agreement shall be construed as binding the NPS to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this agreement in that fiscal year.

ARTICLE VII – PRIOR APPROVAL

The UNIVERSITY shall obtain the prior written approval of the Service for the items specified in 43 CFR 12.925(b) and (c).

The PARK reserves the right to maintain an active involvement in the selection of key technical personnel, and to review and approve one stage of the research before the subsequent stage can begin.

Prior approval is required for change in Principal Investigator(s) or level of effort to include the following:

1. The PI(s) devote substantially more or less effort to the research than anticipated in the

agreement.

2. The PI(s) relinquish active directorship of the project.
3. Any subcontracting of tasks that are part of this agreement. No agreement, contract, subcontract, grant or other arrangement shall be made with any other party for performing all or any portion of this agreement, except for articles, supplies and equipment which are both necessary for and incidental to the performance of the research required under this agreement.

ARTICLE VIII – Reports and/or Deliverables

Task Schedules and Milestones are outlined in the attached proposal detailing other deliverables that are required as part of this agreement. At a minimum, the following deliverables shall be submitted according to the following schedule. Based on these deliverables, payment against this agreement will be made on a cost-reimbursable basis, not to exceed the total amount of \$52,503.00.

<u>Deliverable</u>	<u>Date</u>	<u>Amount</u>
Interim Progress Report	6 months after effective date	Cost incurred
Interim Progress Report	12 months after effective date	Cost incurred
Interim Progress Report	18 months after effective date	Cost incurred
Final Report	27 months after effective date	Cost incurred

Interim Progress Reports- Interim Progress Reports are required to be submitted to the PARK. The interim progress report shall be submitted at the end of each quarter following the project start date to allow review prior to the allocation of funds for the following year. Data or information from research being conducted concurrently and funded separately may be included in reports, but may not be used as a deliverable, either whole or in part, under the terms of this agreement. The interim progress report shall include the following parts:

- Summary of overall progress.
- Indication of any current problems or favorable or unusual developments.
- Publication history related to the project during the previous year including detailed citations (author, date, title, publication, and publisher) and three reprints/copies of each publication.
- Names of scientific or other collaborators connected with the project, including students (showing title or status, e.g. associate professor, post-doctorate appointment, etc.).
- Appendix copy of all sampling data, data summaries and a statement including a listing of file names describing the location of data housed in Everglades national Park.
- Summary of research to be accomplished during succeeding year.

All funding for the successive year's research will be withheld from payment until receipt and acceptance of the previous year's annual report.

Document(s) shall either be bound or placed in a spiral binder with covers.

Final Report- Four copies of a final project report shall be submitted at the end of the project and consist of:

An abstract or summary of the research involved.

An introduction providing a general discussion of the research and background information relating to the research.

A detailed description of the methods, work results (with any applicable analyses including figures, graphs, and tables), and conclusions.

Names of scientific or other collaborators connected with the project, including students (showing title or status, e.g. associate professor, post-doctoral appointment, etc.). A complete set of reprints from all publications resulting from this project related project work, or from any research which derived any level of support through this agreement.

Signature of principal investigator and date.

Appendix copy of all sampling data or data summaries, as appropriate.

All data provided will follow the data management and data format policies described in the South Florida Natural Resource Center publications: *Research Data Reporting Requirements* and *SFNRC Data Custody Policy*.

A complete set of data and data summaries formatted for storage on the PARK's SUN microcomputer Oracle database system, with a complete listing of all data files and their contents.

Document(s) shall be bound.

Publications – The signatory parties agree that either party is free to publish information they have collected in conjunction with the terms of this agreement, but that first opportunity is given to the principal investigator within a limit of one year after the completion of the cooperative agreement. Neither party will publish any results of joint effort without first consulting the other. Publication may be joint or independent, always giving credit and recognizing the rights of the individuals doing the research. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice and submission of a proposed manuscript to the other. All such publications shall contain an appropriate acknowledgement of sponsorship.

The results of cooperative studies may be used to contribute to these in partial fulfillment of requirements for advanced degrees, and nothing herein shall operate to delay completion of a thesis or delay the publication of studies.

ARTICLE IX – Property Utilization

A. UNIVERSITY-Acquired Equipment – The University shall utilize, manage, and dispose of property funded by this agreement as specified in 43 CFR 12.934 and 12.935. The UNIVERSITY

and the NPS prior to any disposition will agree on the specific method for disposition of UNIVERSITY-acquired equipment.

B. **Property Records** – The UNIVERSITY will maintain records of all property acquired and dispose of under this agreement, take a physical inventory of all remaining property, and reconcile the results of the inventory with the records at least once every two years in accordance with 43 CFR 12.934 and 12.935.

ARTICLE X – Modifications and Termination

- A. Only a written instrument executed by the parties may modify this agreement.
- B. Either party may terminate this agreement by providing the other party with 60 days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties shall meet promptly to discuss the reasons for the notice and try to resolve their differences amicably. The parties commit to using every reasonable means available, including the use of a neutral mediator if necessary to avoid terminating this agreement.

ARTICLE XI – General, and Special Provisions

A. General Provisions

- 1. **OMB Circulars and other Regulations** - The following OMB Circulars and other regulations are incorporated by reference into this agreement:

- (a) *OMB Circular A-110*, as codified by 43 *CFR* Part 12, Subpart C, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations".
- (b) *OMB Circular A-21*, "Cost Principles for Educational Institutions".
- (c) *FAR Clause 52.203-12*, Paragraphs (a) and (b), "Limitation on Payments to Influence Certain Federal Transactions".

2. **Non-Discrimination** - All activities pursuant to this Cooperative Agreement and the provisions of Executive Order No. 11246, 3 C.F.R. 330 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. 6101 *et seq.*); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disabling condition, religion, or sex in providing for facilities and service to the public.

3. **Lobbying Prohibition** - 18 U.S.C. 1913 Lobbying with Appropriated Moneys - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or officers or employees of the United States or its department or agencies from communicating to Members of Congress on the request of any Member of Congress on the request of any Member or to Congress, through the proper official channels, requests for

legislation or appropriations which they deem necessary for the efficient conduct of the public business.

4. **Anti-Deficiency Act** - 31 U.S.C 1341 - Nothing contained in this Cooperative Agreement shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by congress, for the purposes of this Cooperative Agreement, for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

5. **Minority Business Enterprise Development** - Executive Order 12432 - It is the national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness" by ensuring procurement procedures are carried out in accordance with 43 CFR 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 CFR 12.76 for State and Local Governments.

6. **Liability** -The University shall be fully responsible for the acts and omissions of its representative, employees, contractors and subcontractors connected with the performance of this Cooperative Agreement. The University, in furtherance of and as an expense of this Cooperative Agreement Shall:

- (a) Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payment of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and at the insured's sole risk. Prior to beginning the activities herein, the University shall provide the NPS with confirmation of such insurance coverage; and
- (b) Pay the United States in full value for all damages to the lands or other property of the United States caused by such person or organization, its representative, or employees; and
- (c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.

B. Special Provisions

PUBLICATIONS OF RESULTS OF STUDIES

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. Publication pursuant to this Cooperative 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 contribution 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 fully responsibility for any statements on which there is difference of opinion.

C. **Certifications** – The following form(s) provide the certifications required in accordance with the provisions of this agreement:

1. **DI-2010 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.**

ARTICLE XII - Attachments

In addition to the attachments previously specified in this agreement, the following documents, provided by the UNIVERSITY, are attached to and made part of this agreement:

- The UNIVERSTIY statement of work and budget
- Form SF-424, Application for Financial Assistance
- Form SF-424A, Budget Information
- Automatic Clearinghouse Form, to enable electronic payment.

ARTICLE XIII - Signatures

IN WITNESS WHEREOF, the parties hereto executed this agreement on the date(s) set forth below:

FOR THE NATIONAL PARK SERVICE

FOR THE UNIVERSITY OF SOUTH FLORIDA

Superintendent _____ Date _____
Everglades National Park

Date _____

Contracting Officer	Date
Everglades National Park	

GENETIC ANALYSIS OF CAPE SABLE SEASIDE SPARROW POPULATIONS

Principle Investigator:

Dr. Stephen A. Karl
Department of Biology, SCA 110
University of South Florida
4202 East Fowler Ave.
Tampa, FL 33620
Phone: (813) 974-1592
Fax: (813) 974-3263
e-mail: karl@chuma.cas.usf.edu

OBJECTIVES

- 1) Estimate the degree of genetic variability among populations of Cape Sable seaside sparrows.
- 2) Estimate the degree of inbreeding and genetic diversity within populations:
 - a) Compare the genetic diversity of large and small populations
 - b) Determine rates of gene flow among populations
- 3) Estimate a variety of population demographic parameters such as current genetically effective populations size (N_e), long-term N_e , changes in N_e , relatedness and parentage of groups, etc.

STUDY AREAS

Samples will be taken from within portions of Everglades National Park and possibly parts of Big Cypress National Preserve and lands adjacent to Everglades National Park. We propose to trap sparrows within the populations along Main Park Road and Old Ingraham Highway in Everglades National Park, as well as in populations west of Shark River Slough. We will also sample 'peripheral' populations of sparrows (north of Pah-hay-okee overlook, Aerojet, Taylor Slough, and north of Taylor Slough). The attached map shows the proposed sampling areas.

PROJECT BACKGROUND

The Cape Sable seaside sparrow (*Ammodramus maritimus mirabilis*) is one of nine formally recognized subspecies of seaside sparrow in the United States. Originally described as a separate species, it was relegated to subspecific status in 1973. Genetic analysis based on variation in mitochondrial DNA from several subspecies of the seaside sparrow (Avisé and Nelson 1989) indicated that the different subspecies are not genetically distinct. Nonetheless, genetically the Atlantic and Gulf-coast populations

were clearly different. Cape Sable seaside sparrows, however, were not included in this initial analysis but have subsequently been shown to clearly be of the Atlantic group (Nelson et al. 2000).

Many scientists still consider the Cape Sable seaside sparrow to be worthy of consideration as a species due to its unique ecological and morphological characteristics. It is currently listed as endangered by the U.S. Fish and Wildlife Service due to limited habitat and a history of dramatic population declines (USFWS 1983). This subspecies occupies the extensive seasonally inundated freshwater marshes of the Everglades system. Historical populations in brackish marshes on Cape Sable are thought to be extinct (Curnutt et al. 1998).

A. m. mirabilis currently exists as a series of six disjunct populations separated by areas of unsuitable habitat such as the deeper waters of Shark Valley Slough and Taylor Slough. Long-term monitoring of populations has documented large changes in population sizes (>90% population decline in the western population from 1992-1995, Curnutt et al. 1998) at some sites. In addition, the total population size has declined by >50% between 1992 and 1995 (Curnutt et al. 1998).

Current research is emphasizing basic demography and habitat selection. Extensive color banding (Pimm et al. 1997) and radio telemetry (Dean et al. 1997) have indicated that movements of individuals among the different populations of sparrows are rare if not nonexistent. Movements of up to 7 km have been recorded (Dean et al. 1997), but these have been through contiguous prairie and sparrows have stopped when they reach unsuitable habitats. Since long-range movements among populations are unlikely, subpopulations may constitute distinct and separate breeding populations. To date, the relationship of subpopulations is unknown.

Recently developed genetic techniques (microsatellites) have been shown to allow fine-scale determination of genetic differences among individuals and groups (Bruford and Wayne 1993) as well as providing a wealth of data suitable for inference of demographic parameters (see Luikart and England 1999). The apparent separation of sparrow populations requires an understanding of the genetic structure and interactions among them, and effective management requires a strategy that maintains the genetic nature of these subpopulations. Without apparent opportunities for populations to expand to unoccupied habitats, we must focus on maintaining individual populations and current population structure.

PURPOSE/ RELEVANCE

To be able to effectively manage for the recovery of this sparrow, it is essential to understand the relationships among geographically disjunct populations. Knowledge of whether the populations are effectively isolated or whether dispersal among the populations occurs regularly has important management implications. Considerations of the genetic diversity and uniqueness across the populations should help determine the minimum area and extent of management units. The proposed analyses also may help direct management activities toward improving the connectivity of the populations at the landscape level or improving habitat quality within the discrete populations. In addition, genetic diversity of the Cape Sable seaside sparrow as a whole, and the contributions of each remaining population to this overall diversity should be considered when

determining appropriate conservation measures. Furthermore, current and historically significant population attributes such as the genetic effective populations size, N_e (i.e., effective number of breeders in the populations), changes in population size, and parentage may help to indicate specific populations at particular risk of extinction.

STUDY DESIGN

Genetic material will be obtained from sparrows by collecting 50 μ L blood samples from the alar vein on the wing according to the American Ornithologists' Union acceptable practice guidelines (Oring et al. 1988). Blood samples will be added to a lysis buffer solution that allows preservation of samples at room temperature for extended periods.

Sparrows will be captured using standard methods. Trapping during the breeding season will involve attracting sparrows into mist-nets using tape-recorded seaside sparrow songs. Any trapping not completed before singing stops will be conducted by flushing sparrows into mist-nets following methods described in Dean et al. (1997). All sparrows captured will be banded with an aluminum USFWS band and a unique combination of color bands that will allow individual recognition. We will record a series of morphological measurements and condition indicators from each sparrow and will only collect a blood sample if the sparrow appears to be in good condition.

Ideal target sample sizes are 30 individuals per population. This number is sufficient to provide adequate statistical power for tests of differences. Failure to meet sample size goals, however, will not critically compromise the study. We will collect samples from (1) the population of sparrows west of Taylor Slough along Main Park Road and Ingraham Highway in Everglades National Park; (2) the population west of Shark River Slough; and (3) at least one other 'peripheral' population (following Curnutt et al. 1998). The small sizes of some of the populations and the logistical difficulty of sampling in the habitat may make it difficult or impossible to meet optimal sample sizes, especially for the smaller peripheral populations. If feasible, we will sample from several of the smaller sparrow populations over two years.

Genetic material will be isolated from blood using standard phenol-chloroform extraction procedures (Ausubel et al. 1993). Amplification of genetic material for analyses (see below) will use polymerase chain reaction (PCR) which allows effective amplification of small quantities of genetic material, as well as degraded or suboptimal samples.

We propose to use microsatellite analysis to estimate the level of genetic variation, inbreeding, and demographic parameters for each population. Microsatellite analyses are more appropriate for questions regarding inbreeding and genetic diversity than other analyses because of the large number of alleles at each locus and high mutation rates. Primers have been developed for house sparrows, *Passer domesticus*, (Neumann and Wetton 1996), the Fringillidae (Primmer et al. 1996), and the congeneric Florida grasshopper sparrow, *Ammodramus savannarum floridanus*, (T. Giesel, University of Florida, pers. comm.). Several of these should successfully amplify microsatellite loci in seaside sparrows as well. In addition, we will amplify sequence the control region of the mitochondrial DNA molecule using universal bird primers (Baker and Marshall 1997).

Microsatellite analysis is highly effective in determining genetic effective population

size, changes in population size, relatedness, and inbreeding (Queller et al. 1993, Luikart and England 1999). In addition, we will test for a relationship between genetic and geographic distance among the populations using an analysis of molecular variance (Excoffier et al. 1992, Schneider et al. 2000). The spatial distribution of alleles allows reconstruction of local gene flow patterns (Queller et al. 1993) both in direction and magnitude.

Analysis of mitochondrial DNA control sequence variation will allow us to more fully assess the Atlantic clade affinity of the Cape Sable seaside sparrow as indicated by Nelson et al. (2000). These data also will allow the detection of any hybridization events that may have occurred. Since Nelson and Avise (2000) only assayed maternally derived mitochondrial DNA, it is possible that the Cape Sable seaside sparrow is a relic hybrid between an Atlantic clade female and a Gulf clade male. Combining both nuclear (i.e., microsatellite) and mitochondrial markers will greatly strengthen the genetic characterization of this species.

EXPECTED BENEFITS

Analysis of the genetic structure of populations clearly is not a panacea and cannot answer all management questions for Cape Sable seaside sparrows. A genetic analysis can, however, provide information that can be incorporated into conservation efforts for the species. Data on the magnitude of genetic variation within populations, separation between populations, and degree of relatedness both within and among samples all have played central rolls in other conservation programs (for examples see Avise and Hamrick 1996, Loeschcke et al. 1994). For example, genetic information is invaluable in strategies to avoid the possible negative effects of inbreeding depression.

The potential benefits of this research should be great. Information about the genetic variation among populations should be used to develop effective land management strategies. It also will help predict the consequences of local extinction of the smaller 'peripheral' populations or the larger core populations as well as identify sources when new populations are colonized. Analysis of the degree of inbreeding within populations will provide information that may be useful in devising ways to alleviate reduced fecundity or a decreased ability to respond to adverse conditions (Avise and Hamrick 1996). In the event that captive propagation is necessary, or even considered, basic information on relatedness and genetic diversity of subpopulations can substantially increase the likelihood of success of the program.

The quantity of genetic material that we propose to collect, considering the very small samples needed when using PCR amplifications, will likely not be exhausted by the analyses that we propose. Sufficient genetic material should remain to allow other investigations without the cost of additional time, effort, and possible deleterious effects from sampling. We will use caution during sample preparation to preserve as much genetic material as possible.

COOPERATORS/PARTNERS

This project will require the cooperation of several organizations. We will work closely with Everglades National Park to insure that we do not interfere with any ongoing

projects and will obtain all required permits. We also hope to collect blood samples from sparrow populations on Big Cypress National Preserve and on state lands adjacent to Everglades National Park that are managed by the Florida Game and Fresh Water Fish Commission.

If additional analyses or sample collection is required, we hope that other agencies might be willing to get involved. We believe that many organizations will benefit from the information produce and we will work with these groups to target their particular concerns. All DNA sequence data will be deposited in the international data base, GenBank. All genotype data will be freely available on request. The results of this study will be incorporated into at least two publications in peer reviewed journals.

TIMELINE

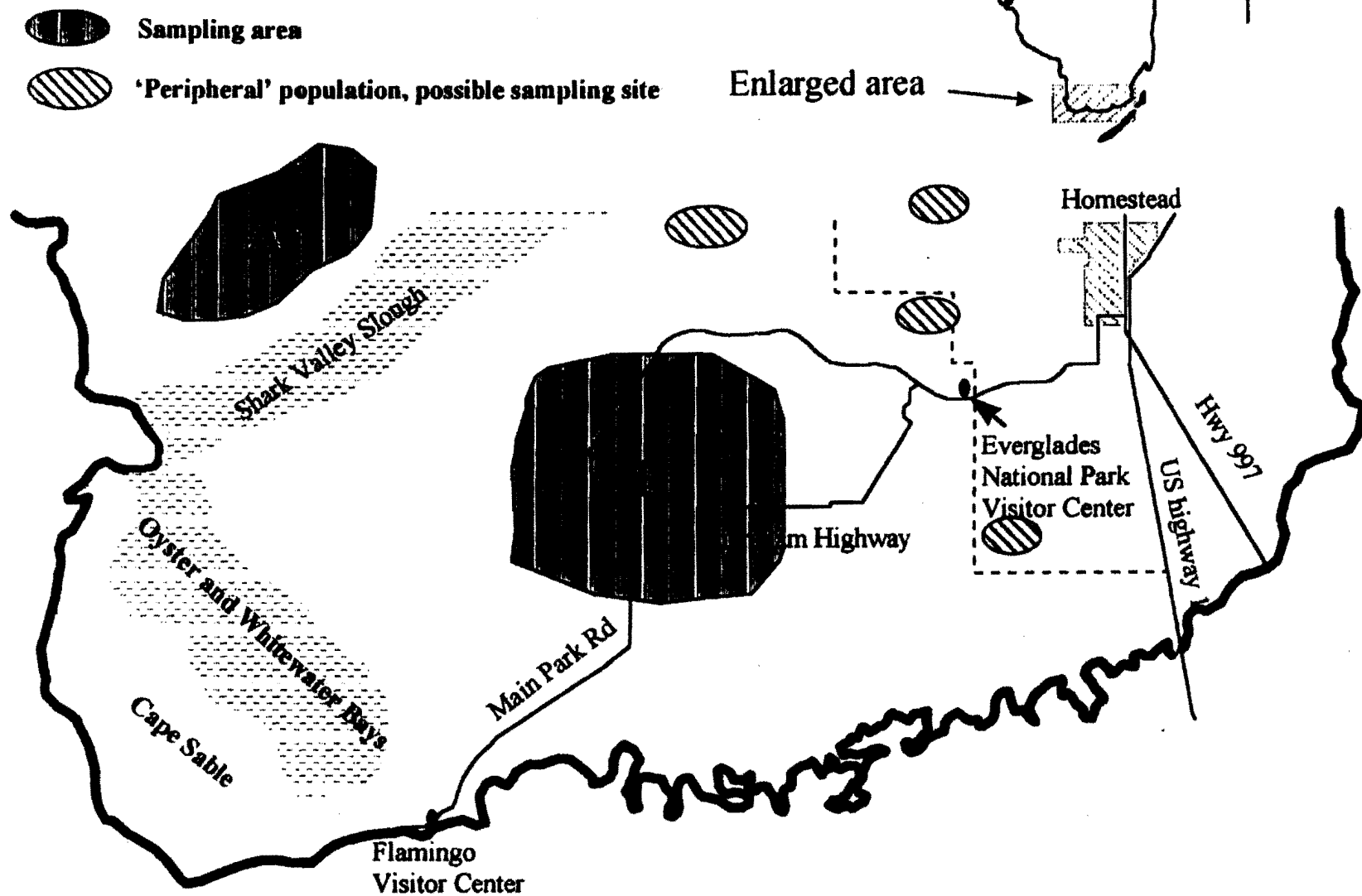
Sample collection will be done by park personnel and is not under the control of the Dr. Karl. Genetic analysis can be started as soon as a sufficient number of samples are received. Currently, we have six *Ammodramus maritimus mirabilis* samples (from the Nelson and Avise 2000 study) that will be used to begin testing the microsatellite and mitochondrial DNA primers. As soon as field samples are accumulated (i.e., technical considerations require analyzing samples in sets of 48 or 96) genetic screening can begin. Assuming a maximum of 30 individuals from a minimum of 3 populations (i.e., 90 samples) will be genotyped at five loci (450 amplifications), genetic analysis can easily be completed in one year. It is assumed, however, that a maximum of two years is required to collect sufficient samples and to account for any unanticipated delays.

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Attachment A. proposed sampling areas for the Cape Sable seaside sparrow genetics project



BUDGET

SALARIES

Part-time technician – 1 person, 2 years	\$30,000	
Fringe benefits (11%)	\$3,300	
TOTAL SALARIES		\$33,300

SUPPLIES

Blood collection supplies, buffer solution, etc.	\$200	
Sample shipping	\$750	
Microsatellite genotyping (450 rxn * \$25/rxn)	\$11,250	
Mitochondrial DNA sequencing (90 rxn * \$20/rxn)	\$1,800	
TOTAL SUPPLIES		\$14,000

TOTAL BUDGET

		\$47,300
Indirect costs, salaries and wages (15%)	\$5,203	

GRAND TOTAL

\$52,503

Attachment B: Qualifications of Principal Investigator

Dr. Stephen A. Karl earned a Ph.D. in Genetics from the University of Georgia under the supervision of Dr. John Avise. He currently is an Associate Professor at the University of South Florida. He has a strong background in genetics and genetic analyses. He has specialized in studies of marine organisms and systems, but his interests include many other taxa. He has conducted several population genetics studies, and has experience with a wide variety of molecular genetics techniques. He is currently overseeing several genetic analyses in his laboratory at the University of South Florida. Curriculum Vita attached.

Research Data Reporting Requirements

The South Florida Natural Resources Center (SFNRC) will serve as a long-term central repository for all data collected by researchers during studies in and/or for Everglades National Park (EVER). All data must be provided to the SFNRC at or before the conclusion of a study. These data must be provided in digital form, in the formats specified by the SFNRC, and be accompanied by full descriptive information about the study and the data (metadata). The data provided to the SFNRC will be managed in accordance with the *South Florida Natural Resources Center Data Custody and Data Responsibility Policies*.

This data policy includes any data used in a geographic information system (GIS). The primary GIS software used by the SFNRC is Arc/Info, running on UNIX workstations (SUN SPARCstations). If possible, all GIS data should be provided as Arc/Info coverages. The SFNRC will also accept GRASS GIS coverages. If spatial data cannot be provided in one of these two formats, it must be provided in a format which can be directly imported into one of these two software systems. It is the responsibility of the researcher to perform all data conversions required to provide the GIS data in an acceptable format. Acceptable alternative import formats can be determined in consultation with SFNRC GIS support staff. Submission of GIS data that is not in Arc/Info or GRASS format, or which is not directly importable into either of these systems, **will not be acceptable under any circumstances, and will not satisfy the requirements of this policy**. All GIS metadata documentation submitted must conform to the requirements of the *Content Standard for Digital Geospatial Metadata (revised June 1998)*, copies of which are available upon request.

The primary means of non-GIS data storage at the SFNRC is the ORACLE relational database management system. If possible, all non-GIS data should be provided in ORACLE's import/export format. If this is not possible, data must be provided in ORACLE's SQL*Loader format. The submitted files must include both control and data files (as defined in the SQL*Loader documentation). It is the responsibility of the researcher to perform all data conversions required to provide the data in an acceptable format. Documentation describing these formats will be provided by the SFNRC. Submission of non-GIS data that is not in ORACLE import/export or SQL*Loader format **will not be acceptable under any circumstances, and will not satisfy the requirements of this policy**.

For both GIS and non-GIS data, UNIX files are preferred, but MS-DOS/MS-Windows files will be accepted **if and only if** the files can be directly converted to usable UNIX files using one of the file conversion utilities available at the SFNRC. No other operating systems are supported and data will not be accepted in any other operating system dependent format. Data can be submitted on 3.5" diskette, CD-ROM, or 8-millimeter cartridge tape, **as long as the formats can be read successfully by hardware at the SFNRC**.

Any data which are not appropriately handled by the software types discussed above must also be provided. In these cases, the means of providing the data will be determined on a case-by-case basis in consultation between the researchers and SFNRC staff. All meta-data documentation requirements will still apply for these data, with appropriate modifications due to the nature of the data.

Any custom computer software developed with financial support from EVER must also be provided at the end of a study. The complete source code in digital format and an executable version of the program(s) must both be provided. Full documentation describing what the software does, the major algorithms used, data requirements, et cetera, must accompany the software. In addition, a user's manual discussing all functions of the software must be provided. The digital information must be provided in the appropriate operating system format (whichever operating system was used in developing the software) and using one of the acceptable physical media mentioned above. This software requirement only includes major software development efforts which result in a software product of continuing interest, it does not include minor software that a researcher may develop for his/her own limited use (e.g., for data file conversion).

All researchers requesting permits for work in Everglades National Park must agree to provide the information outlined in this policy before a permit will be issued. For all studies funded by EVER via a Cooperative Agreement or other funding mechanism, the researcher must comply with all data requirements specified in the agreement. Any researcher who fails to fulfill the requirements of this policy, or the requirements specified in a funding agreement, will not be permitted to perform any further research in or for the park.

Deliverables

It is anticipated that 24 months will be required to accomplish all goals outlined in the proposal. A central factor in successful accomplishment of genetic analysis is obtaining samples. Sample collection will be done by park personnel or their representatives and is not under the control of the Principal Investigator (PI: Dr. Karl). Genetic analysis can be started as soon as a sufficient number of samples are received. All deliverables are contingent on receipt of samples by the PI.

- Interim progress reports outlining preliminary results, progress toward goals, and near term future goals will be submitted 6, 12, and 18 months after the official start date of the project.
- A final report will be submitted no later than 90 days from the closing date of the project (i.e., 27 months from start date).
- Upon request, mitochondrial DNA sequence data will be accessible as soon as available to park service personnel or their representatives. No data or data analyses, however, should be submitted for publication or used in written reports without the written permission of the PI. All mitochondrial DNA sequence data will be deposited in the international database, GenBank, no later than 1 year after the official close of the project or upon publication of results, whichever comes first.
- All microsatellite genotype data will be available from the PI on request. A table summarizing the genotype of each individual surveyed will be provided to Everglades National Park personnel or their representative no later than 1 year after the official close of the project or upon publication of results, whichever comes first. No data or data analyses, however, should be submitted for publication or used in written reports without the written permission of the PI.
- It is anticipated that the results of this study will result in at least two publications in peer-reviewed journals.



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE

Everglades National Park

and

Dry Tortugas National Park

40001 State Road 9336

Homestead, Florida 33034-6733

N26

EVERGLADES AND DRY TORTUGAS NATIONAL PARKS POLICY MEMORANDUM

EVER 5281-53

SUBJECT: South Florida Natural Resources Center Data Custody and Data Responsibility Policies

The following policy memorandum concerns the procedures adopted by the South Florida Natural Resources Center (hereinafter the Center), Everglades National Park, for the control, management, collection, archiving, processing and reporting of environmental data collected as part of the Center's operations including all scientific activities supported by federal government funds. The goal is to assure that data are available as information resources to authorized users in the scientific community as soon as practicable while assuring that the quality assurance protocols, documentation and computer archiving procedures associated with data base development are completed. An important second purpose is to define custody and access protocols for scientists having interests in the use and publication of the data. This Policy is administered by the Director of the South Florida Natural Resources Center, for the Superintendent of Everglades and Dry Tortugas National Parks.

General Guidelines and Assumptions

The research, monitoring and resource management data collected by Everglades National Park staff (permanent, term or temporary) while in their official capacity are considered to be Everglades National Park property and therefore subject to procedures for custody, availability and data management responsibility under National Park Service (NPS) policy and federal law. Similar procedures apply to cooperators and contractors who conduct research for Everglades National Park and use government funds or other forms of government support to perform or assist in the collection, analysis, and publication of data collected as part of their research.

Guidelines for data collection, custody and responsibility recognize that the data collected are important to several constituencies. The primary objectives of the data collection by the Center personnel and cooperators are directly or indirectly related to the conservation and management of the natural and cultural resources of Everglades National Park. Therefore the data must be available to the South Florida Natural Resources Center (hereafter, the Center) for its research, monitoring or resource management activities.

The value of the data to the project investigators is also recognized. Researchers who have written proposals, acquired funded support, or developed a research design or plan for collection of the data have the professional obligation to analyze the data and publish the results in progress or annual reports due to the agency according to specifications described in cooperative agreements or contracts. Even where such work is done by agency employees and not via contract or cooperative agreement these same concerns apply. All such official agreements contain the provision that the data collected by the investigators become the property of the United States government and thus all rights of publication and control or use of data belongs to the Center, Everglades National Park, and collection of data does not imply rights of ownership, use or conveyance outside the terms of this policy. However, the Center recognizes the interests of and desire by researchers and principal investigators to have some control in the technical use, access and publication of data collected as part of a project in which they were involved or managed.

Publication of results in scientific journals also is expected and considered by most scientists to be a integral part of the scientific process. Therefore the investigators shall and indeed must, have the opportunity to analyze, interpret and prepare the data for publication as reports, articles or other written products that bear their names as authors.

Time Lapse between Data Collection and Open Custody

In this section, guidelines are provided for determining when data collected by or for the Park move from a stage when they are primarily under limited control of the investigator ("limited custody") to a stage when the data are available more generally to other investigators, agencies and the public ("open custody"). The Park recognizes that the scientists in charge of data collection associated with a specific project should reasonable rights of control of the use of data by other individuals and institutions for a reasonable period of time to allow for the initial analysis and publication of results. However the custody and access privileges vary, to the extent allowed by the Freedom of Information Act, other applicable laws and this policy, according to the category of data collected.

Three categories of data are hereby recognized: 1) inventory and monitoring data collected primarily by Center staff or paid contractors; 2) project-specific data (for assessment, analysis or research purposes) collected by Center staff, and 3) project data collected by non-Center investigators from other governmental agencies, universities and private organizations or companies.

In all cases, the Center requires the users of data collected with federal government support to formally recognize in all written reports and publications and oral presentation of the data, the individuals and agencies who collected the data.

Inventory and Monitoring Data are collected routinely often with the assumption that collection continue indefinitely. Although these data sometimes are the subject of published papers or reports, more often they are used by modelers and other scientists as part of a specific investigation or task that is organized around a specific schedule and for production of reports.

It is the policy of the Park that I & M data are to be made available to non-agency investigators upon request. Before these data are made available, however, the Center shall complete quality assurance procedures, data documentation and, where a schema exist, entry of the data into the Center's ORACLE database management system. In addition, the Center shall regularly produce reports which summarize trends in I & M data for a recent period of time. The frequency of these reports may vary from quarterly to annual depending on parameter and sampling interval. The reports present only quality-assured and error-checked data in summarized form. In many cases, these data may be available in both hard-copy and digital format. The Center reserves the right to delay filling data requests (except where required by law) made for data not yet described in reports, until Center staff or cooperators have completed these important preliminary steps. In most cases, this process will take from one to several months depending on available time and resources. The Center shall not make data available that have not been quality-assured and error-checked except under exceptional circumstances as approved by the Center Director or Park Superintendent, or as required by law.

Project-specific data generally are collected for a period of time defined in a project proposal, scope-of-work, cooperative agreement or contract. Each of these instruments will contain data custody specifications that are in accord with this policy. In all cases, reporting of data in progress and annual reports submitted to NPS as part of the scope-of-work, agreement, or contract follows a schedule given in the contract.

For ALL projects (including multi-year projects) supported by NPS funds (whether carried out under a cooperative agreement, by a cooperating agency, or by any other form or instrument) the Park's policy is, that scientists will be given up to one year after the project conclusion, to have the Center retain data under limited access and for the P.I. to be provided this time to publish in the refereed literature those data collected with NPS support. During this period, the agency will agree to limit access by others to the data to the extent allowed by the Freedom of Information Act, or other legal requirements (such as court ordered discovery proceedings), during that period

unless the investigator agrees otherwise. Submission of a paper to a peer reviewed journal on the topic of the research or project shall be deemed by the Center to meet and fulfill the Center's agreement to limit data access in order to allow the P.I. an opportunity to publish.

One year after project completion, unless circumstances warrant exception and further arrangements are mutually agreed upon in writing, to the extent allowed under the Freedom of Information Act, the data shall be considered to be in the open custody category meaning that, upon request, data become generally accessible to other investigators, agencies and the public. Should any confusion or disagreement develop regarding the formal end or final date of a project, the Center Director shall have the sole and final determination regarding project conclusion, and report and publication due dates. Requests for extensions must be made in writing to the Center Director with a justification for the extension.

For multi-year contracts and cooperative agreements, submission of papers to peer-reviewed journals at an interval of every 18-24 months is strongly encouraged but not required. Ideally, annual reports which are required under terms of the cooperative agreement or contract, are written such that conversion to a journal manuscript should be straight forward. Annual reports are considered by the Park to be public documents that can be distributed to interested scientists. The annual report may be considered citable and recognition of the report should be made formally in any other report or publication using information presented in the report. All P.I.'s of multi-year projects must understand, that should they decide not to publish at intervals during the project, and choose to wait until the end of the project to publish, the Center may not agree to extend the one year period after project completion for publication.

Because cooperative agreements mandate that the Center cooperate with non-NPS investigators in accomplishing tasks, Center and non-NPS investigators have some flexibility in determining authorship, choice of journal and other aspects of publishing a paper. If NPS staff are not participating as co-authors, the agency may only recommend an appropriate journal for publication. However if the agency agrees to help defray publication expenses, choice of journals will be mutually determined.

Data Policies and Procedures

The following data management procedures outlines the essential requirements of the Park's data policies. For most data sets anticipated to be archived at the Center each element described below is applicable. Modifications of the protocol thus may be appropriate but should be agreed upon between program managers and investigators. These guidelines apply to both NPS and cooperating investigators.

1. Data on any monitoring, research or resource management project will be collected as part of a project design or proposal approved by the Center's Management Team (CMT, the Center Director, Assistant Director and Branch Chiefs). Ordinarily this process involves submission of a proposal by a staff member or outside investigator to the appropriate program manager. The proposal is then reviewed by the (CMT) following the Center's program priorities and budget.
2. It is expected that the data will be collected according to a schedule and following a protocol that is described in the proposal. The schedule and deliverables should identify expected dates or time intervals for data collection, data entry, statistical analysis and report writing. Data entry into the research center's ORACLE database management system should be routinely planned and completed before data analysis is complete.

Projects that involve NPS staff shall be planned following the work plan development procedures that are followed each fiscal year by the CMT, as the managers responsible for planning, implementing and budgeting the Parks research programs.

3. The projects for which data are collected will have a designated principal investigator (P.I.) who will assume responsibility for conducting the project including data collection, entry, analysis and report writing. If the P.I. is unable to complete any of the project tasks on schedule for any reason (e.g. taking a new position), a written agreement outlining the remaining tasks required to complete

the project will be signed by the P.I., the P.I. designate (if named), the appropriate program manager and the research director. The agreement will include a schedule for analysis and publication of the data, if these tasks remain uncompleted.

4. Irrespective of the agreement, the data will remain in the possession and custody of the Center. Both raw and summarized data sets will be archived in the Center's computer system. Copies of the data will be made available according to guidelines set forth above.

5. Copies of research data and supporting materials shall be available to departing investigators for further work. Project researchers shall have continued access to data.

6. An investigator, collaborator or reviewer shall not intentionally and without written authorization from the Center Director, take or sequester or materially damage any research-related property, including without limitation, the apparatus, materials, writings, data, hardware, software, or any other substance or device used or produced in the conduct of the project work.

7. An important responsibility of the P.I. is to provide documentation (metadata files) of the archived data sets. Documentation includes providing information in a text file that is archived with the numeric data set. Documentation should be complete enough to allow a future, non-NPS investigator to work with the data independently. Following is a description of basic data documentation. Additional fields specific to one or another types of data may be appropriate.

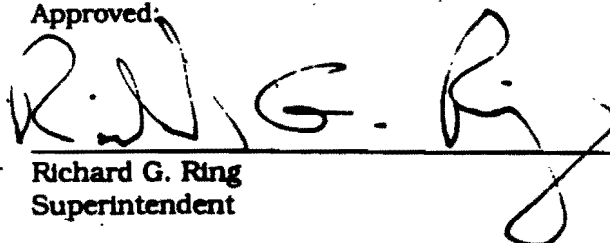
a. Sampling information- geographic location (including GPS coordinates) and ecosystem type; sampling method used; time period of the data set; names of field technician and P.I.; overall sampling design of the data set; project title ; purpose of the study.

b. Variable information- instrument used to collect the data; data coefficients; data codes; if the data are, transformed, reduced or summarized, specify the algorithm or statistical procedures used to convert the raw data into the data being archived.

c. Quality assurance information- the extent of this information will vary widely depending on the kind of data. For chemical data, quality assurance steps are well developed and include analytical accuracy and precision and/or detection limits, as applicable. Standard references for methods or discussion of departures from standard methods should be provided. Some field biology sampling requires a simpler quality assurance protocol but methods should be supported by references to published papers based on the same methods and departures from accepted methods should be described.

d. Ancillary information - the present addresses of the past and present investigators; bibliography of published and unpublished reports describing the project, and the results of the study.

Approved:

 2-13-96

Richard G. Ring
Superintendent

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION: Application ☐ Construction ☐ Preapplication ☐ Non-Construction ☐ Construction ☐ Non-Construction ☐ Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name:		Organizational Unit:	
Address (give city, county, State, and zip code):		Name and telephone number of person to be contacted on matters involving this application (give area code)	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 		7. TYPE OF APPLICANT: (enter appropriate letter in box) ☐ A. State H. Independent School Dist. B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organization G. Special District N. Other (Specify) _____	
8. TYPE OF APPLICATION: ☐ New ☐ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es) ☐ ☐ A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other(specify): _____			
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE: _____		9. NAME OF FEDERAL AGENCY:	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:	
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date	Ending Date	a. Applicant	b. Project
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ _____ ⁰⁰	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____	
b. Applicant	\$ _____ ⁰⁰		
c. State	\$ _____ ⁰⁰	b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372 ☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
d. Local	\$ _____ ⁰⁰		
e. Other	\$ _____ ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
f. Program Income	\$ _____ ⁰⁰	☐ Yes If "Yes," attach an explanation. ☐ No	
g. TOTAL	\$ _____ ⁰⁰		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Type Name of Authorized Representative		b. Title	c. Telephone Number
d. Signature of Authorized Representative		e. Date Signed	

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item: | Entry: | Item: | Entry: |
|-------|---|-------|--|
| 1. | Self-explanatory. | 12. | List only the largest political entities affected (e.g., State, counties, cities). |
| 2. | Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable). | 13. | Self-explanatory. |
| 3. | State use only (if applicable). | 14. | List the applicant's Congressional District and any District(s) affected by the program or project. |
| 4. | If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank. | 15. | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <u>only</u> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 5. | Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application. | 16. | Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. |
| 6. | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service. | 17. | This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. |
| 7. | Enter the appropriate letter in the space provided. | 18. | To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.) |
| 8. | Check appropriate box and enter appropriate letter(s) in the space(s) provided:

<div style="margin-left: 20px;"> -- "New" means a new assistance award.

 -- "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.

 -- "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. </div> | | |
| 9. | Name of Federal agency from which assistance is being requested with this application. | | |
| 10. | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested. | | |
| 11. | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project. | | |

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK ☐ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ☐ IF CERTIFICATION FOR THE AWARD OF A FEDERAL
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY:		
AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: ☐ CCD+ ☐ CTX ☐ CTP
ADDRESS: NATIONAL PARK SERVICE		
CONTACT PERSON NAME:		TELEPHONE NUMBER: ()
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION

NAME:	DUNS NUMBER:	SSN NUMBER OR TAXPAYER ID NUMBER:
ADDRESS:		
CONTACT PERSON NAME AND TITLE:		
TELEPHONE NUMBER: ()		FAX NUMBER: ()
TYPE OF BUSINESS (ie, small business, woman-owned business, 8(a), minority, disadvantaged)		
EMAIL ADDRESS:		

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE DIGIT ROUTING TRANSIT NUMBER: _____	
DEPOSITOR ACCOUNT TITLE:	
DEPOSIT ACCOUNT NUMBER:	
TYPE OF ACCOUNT: ☐ CHECKING ☐ SAVINGS	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()