

COOPERATIVE AGREEMENT 5280-9-9029

BETWEEN

**NATIONAL ACADEMY OF SCIENCES
NATIONAL RESEARCH COUNCIL**

AND

**U.S. DEPARTMENT OF THE INTERIOR
IN SUPPORT OF THE
SOUTH FLORIDA ECOSYSTEM RESTORATION TASK FORCE**

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ARTICLE I - BACKGROUND

THIS AGREEMENT is made and entered into this 17 day of Sept, 1999, by and between the National Academy of Sciences/National Research Council (NRC) and the United States Department of the Interior, (National Park Service) in support of the South Florida Ecosystem Restoration Task Force.

WHEREAS, the parties desire to enter into a cooperative agreement for support for a NRC Committee on Restoration of the Greater Everglades Ecosystem (Committee); and,

WHEREAS, this Committee will provide advice on scientific and technical topics of importance to the restoration efforts when requested by the South Florida Ecosystem Restoration Task Force (Task Force) and agreed to by the NRC; and,

WHEREAS, 16 U.S.C. 1g provides legislative authority to enter into this agreement;

WHEREAS, it is contemplated that there will be substantial involvement as specified in Article III of this agreement, of the Department of the Interior and other member agencies and governments of the Task Force, in the work of the Committee to the extent consistent with NRC policies.

WHEREAS the South Florida Ecosystem Task Force (Task Force) was established by Section 528(f) of Public Law 104-303, the Water Resources Development Act of 1996 (Act).

WHEREAS the Task Force consists of seven federal members (Federal Members), two Native American Tribes, two representatives of the State of Florida, one representative of the South Florida Water Management District, and two representatives of local government in Florida.

WHEREAS, the Secretary of the Army, as a Federal Member of the Task Force, may, pursuant to 31 U.S.C. Section 1535, pay the DOI for services provided under the cooperative agreement that benefit the Army's restoration of the Everglades and coastal ecosystems under existing law.

WHEREAS, other Task Force Members, including other Federal Members may contribute funds under their applicable legal authorities, as appropriate.

NOW THEREFORE, in consideration of the premises contained herein, the parties agree as follows:

ARTICLE II - SCOPE

This cooperative agreement is established on behalf of the Task Force for support activities provided by the National Academy of Sciences (NAS), National Research Council (NRC) Water Science and Technology Board (WSTB) and Board on Environmental Studies and Toxicology (BEST) in the creation of a Committee on the Restoration of the Greater Everglades Ecosystem. The Committee's objective is to provide scientific overview and technical assessments as approved by the Task Force and the NRC. These overviews and assessments will deal with the complex, inter-related activities and plans that are occurring at the federal, state and local governmental levels for the restoration of the greater Everglades ecosystems in south Florida, with emphasis on the science supporting the Central and Southern Florida Project Restudy. The National Research Council will select and appoint the chair and members of the Committee.

ARTICLE III- STATEMENT OF COOPERATION

The proposed activities of the Committee will be as follows:

1. The Committee will provide scientific advice to the South Florida Ecosystem Restoration Task Force and its member agencies charged with the restoration and preservation of the South Florida ecosystem.
2. The Committee will review and make recommendations on the scientific and technical aspects and elements relating to the South Florida Ecosystem and their relationship to the restoration initiative in the following general areas:
 - A. Restoration theory and conceptual ecosystem models, performance measures, and success indicators.
 - B. Predictive hydrological and ecological models; and
 - C. Monitoring and measurements of the near term indicators of long term ecological trends in southern Florida.

This work will constitute the *Base Work* of the Committee on the Restoration of the Greater Everglades Ecosystem and will provide an important component of the adaptive management process for the Task Force.

3. In addition, by mutual consent of the Task Force and the NRC, the Committee will appoint and engage *ad hoc panel(s)* to conduct the scientific and technical assessment of particular topics of concern, as set forth in amendments to this agreement.
 - A. Topics of concern or related tasks for purposes of this paragraph III . 3 may be proposed by the Task Force, the Working Group, or the Committee.
 - B. All topics of concern or related tasks for purposes of this paragraph III . 3 will be approved by the Task Force prior to initiation of an ad hoc panel. The Task Force may exercise its authority under this subparagraph, or may delegate it to a subcommittee of the Task Force, the Working Group, or a subcommittee of the Working Group.
 - C. Proposals for topics of concern, related tasks, or ad hoc panels shall be delivered in writing to the Chair of the Task Force and to the Executive Director of the Task Force.
 - D. Any tasks for which the Department of the Interior intends to seek reimbursement pursuant to Federal law must be approved in advance by the agency from which payment will be requested.
4. The Committee will meet approximately three to five times per year for discussions, reviews, writing sessions, and briefings.

The proposed activities of the Department of the Interior, in cooperation with the Task Force, will be as follows:

5. The Department of the Interior, in cooperation with the Task Force, hereby agrees to:
 - A. Use its best efforts to ensure the Task Force provides information and support to the Committee in its activities undertaken pursuant to this Agreement.
 - B. Provide liaison to the Committee, consisting of the Government Technical Representative, a representative of the Science Coordination Team, and any other Task Force support staff deemed necessary.
 - C. Work to provide permits and licenses for the Committee to undertake its work in a timely manner.
 - D. Work to provide logistical field support for the Committee as it undertakes its work in a timely manner.
 - E. Working with the Task Force, provide the Committee reviews and comments on appropriate scientific and technical reports of the Committee.

ARTICLE IV - DELIVERABLES AND DELIVERIES

1. Period of Performance

The period of performance of this cooperative agreement is for five (5) years, effective August 1999 through July 31, 2004. The amount obligated under this cooperative agreement, hereafter referred to as "obligated funds", is \$350,000.00. This amount is available for payment of costs incurred by the recipient in performance of this agreement from the effective date of award through July 31, 2000. In no event shall costs be incurred in performance of this agreement in excess of funds currently obligated. The Department of the Interior (NPS), or other Task Force member entities may obligate additional funding to continue performance, in which event, upon written notice to the recipient, the obligated funds shall be deemed increased by the additional sum or sums so allocated and the agreement amended accordingly.

The total estimated cost for performance of this cooperative agreement is \$2,750,000.00 for the five (5) year period of performance.

2. Scientific and Technical Reports

The recipient shall furnish the following reports. Two paper copies, and one electronic copy, of each report will be submitted to the Government Technical Representative identified in this agreement. One paper copy, and one electronic copy, shall be sent to the Executive Director, Task Force and one paper copy to the Contracting Officer.

- A. Quarterly Interim progress reports. These reports shall be short status reports to inform the Task Force of the work of the Committee, including any impact on funding requirements, duration of the work, problems, and changes associated with the progress of the work. These interim progress reports will typically follow meetings of both the Committee and its ad hoc panel(s). The preparation of the annual report as referenced in Section C of this Article shall serve to meet the requirement for submission of a fourth quarter report in each given year.
- B. Special Study Reports. Special study reports may be requested by the Task Force. The scope and time-frame would be determined by the Task Force and the NRC and be added to this agreement by amendment.
- C. Annual report. Each year, the Water Science and Technology Board, acting on the behalf of all elements of the Committee shall submit an annual report that will document and summarize the activities of the Committee(s). It shall contain a comprehensive review of accomplishments and abstracts of any reports produced by the Committee(s). This report shall be submitted within sixty (60)

days after the end of the reporting period, and if extended, each year there after, and shall include the results for the previous 12 months.

- D. Final Scientific and technical reports. Final scientific and technical reports will document and summarize the results of the Committee's work, including recommendations and conclusions based on the experience and results obtained. Such reports shall contain a comprehensive review of accomplishments, a chronological bibliography of any publications as well as significant scientific papers resulting from the work performed. This final report shall be submitted by November 1, 2004.

3. Financial Status Report

The Recipient shall submit an original plus one copy of a SF-269A, "Financial Status Report" on a semi-annual basis, to the Contracting Officer designated in this agreement.

ARTICLE V – COOPERATIVE AGREEMENT ADMINISTRATION DATA

1. Cooperative Agreement Administration

Kevin Burger, Deputy Executive Director, South Florida Ecosystem Restoration Task Force, is designated the Government Technical Representative. He may be reached at:

Office of the Executive Director
C/O Florida International University
OE Building-Room 148-University Park Campus
Miami, Fl 33199
Phone: 305-348-1665 Fax: 305-348-1667
E-mail: kburger@sfrestore.org

Monte Camp will be the Contracting Officer for this agreement. He may be reached at:

Everglades National Park
40001 State Road 9336
Homestead, Fl 33034
Phone: 305-242-7799 Fax: 305-242-7795
E-mail: monte_camp.nps.gov

Written communications shall make reference to the cooperative agreement number and shall be mailed to the above address(s).

2. Available Funding

The amount initially obligated under this cooperative agreement is \$350,000.00. In no event shall costs be incurred in performance of the agreement in excess of the funds currently obligated. The Department of the Interior (NPS), or other Task Force member entities may obligate additional funds to continue performance beyond the initial year. If additional funds are made available, they will be added to this agreement by an amendment, signed by both parties.

3. Payment

Advance payment will be made on an advance basis by Treasury Check upon receipt of a properly prepared SF-270 "Request for Advance or Reimbursement." Submit the form to the address specified in E.1 (SF-270). Recipient should consider their financial needs for no more than a three month period of time when completing SF-270. Requests should be submitted on a quarterly basis. The first SF-270 is to be submitted to the contracting officer within 30 days of execution of this agreement

4. Notice to the Government of Delays

In the event the Recipient encounters difficulty in meeting performance requirements, or when the recipient anticipates difficulty in complying with the cooperative agreement delivery schedule or date, or whenever the Recipient has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this agreement, the recipient shall immediately notify the Contracting Officer, and the Technical Representative in writing giving pertinent details; provided however, that this shall be informational only in character and that this provision shall not be construed as a waiver by the government of any delivery schedule or date, or any rights or remedies provided by law or under this agreement.

ARTICLE VI - GENERAL PROVISIONS

1. Applicable Circulars

The following Office of Management and Budget (OMB) Circulars are applicable to this cooperative agreement:

- A. OMB Circular A- 110 - Grants and Agreements with Institutions of Higher Education, Hospitals, and Non-Profit Organizations.
- B. OMB Circular A-122 - Cost Principles for Nonprofit Organizations.
- C. OMB Circular A-133 - Audits of Institutions of Higher Education and Other Nonprofit Institutions.
- D. 43 CFR Part 12

2. Rights in Technical Data

The Government may publish, reproduce, and use all scientific and technical data developed as a result of this cooperative agreement in any manner, and for any purpose, without limitation, and may authorize others to do the same.

The Recipient reserves the right to protect by copyright original works developed under this agreement. All such copyrights will be in the name of the Recipient. The Recipient hereby grants the U.S. Government a non-exclusive, non-transferable, Royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed under this agreement, and to authorize other to do so for governmental purposes. Any reference(s) to such data will not include access to documentation considered to be privileged information by the Academy, i.e., minutes, working papers, vote tallies, transcripts, and other records of deliberation of Academy committees held in closed session.

3. Involvement Statement

- A. The Task Force will help to provide information and identify sources of information to the Committee. The Task Force will work with the Committee to identify topics and to suggest potential participants for ad hoc panels and any workshops that are held.
- B. The Task Force and the NAS/NRC will collaborate and jointly participate in the program planning.

4. Key Person

- A. The person specified below is considered to be essential to the work being performed hereunder. Prior to diverting the specified individual to other programs, the recipient shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of the program.

The key person to be assigned to perform hereunder is Mr. Stephen Parker. He may be reached at:

Mr. Stephen D. Parker
Director, Water Science and Technology Board
National Research Council
2101 Constitution Avenue NW Suite HA462
Washington, D.C. 20418
Telephone: 202-334-3422
Fax: 202-334-1961
E-mail: sdparker@nas.edu

5. Buy American Act Requirements

Pursuant to Section 307 of the Department of the Interior and Related Agencies Appropriations Act of 1998, Public Law 105-83, 111 Stat. 1590 please be advised on the following:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

6. Metric Conversion Requirements

All progress and final reports, other reports, or publications produced under this award shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

7. Anti-Lobbying

Recipient shall not use any part of the appropriated funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

8. Certifications-DI-2010

The Recipient shall complete and return the attached Department of the Interior certifications form, DI-2010.

ARTICLE VII - SPECIAL PROVISIONS

1. Publications

- A. Publication of the results of any project carried out under this assistance award is authorized in professional journals, trade magazines, or may be made by the Tack Force. Manuscripts submitted to journals or professional publications for publication shall be accompanied by the following notation:

“This manuscript is submitted for publication with the understanding that the United States Government is authorized to reproduce and distribute reprints for governmental use.”

“Supported by the South Florida Ecosystem Restoration Task Force, Department of the Interior, under assistance of Cooperative Agreement No. 5280-9-9029.

- B. One copy of each article planned for publication shall be submitted to the Project Officer simultaneously with its submission for publication. Ten reprints of each published article shall be submitted to the Project Officer immediately following publication. The Project Officer shall be notified in advance of proposed talks and the technical content thereof.
- C. Disclaimer: All manuscripts submitted for publication in magazines, journals or trade papers shall carry the following notation:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Government.”

ARTICLE VIII - DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference:

The NAS/NRC's Proposal No. 99-CGER-666-01 dated July 23, 1999, entitled “Restoration of the Greater Everglades Ecosystem,”

“Certification for Federal Assistance,” and SF424 “Application for Federal Assistance.”

ARTICLE IV - AUTHORIZED SIGNATURES

For the Government

For the NAS/NRC

Patricia J. Beneke SEP 17 1999
Patricia J. Beneke Date
Chairperson
South Florida Ecosystem
Restoration Task Force

Mary Pat Nowack SEP 08 1999
Mary Pat Nowack Date
Director of Contracts
and Grants
National Academy of Sciences

Monte Camp 8/31/99
Monte Camp Date
Contracting Officer
Everglades National Park