

9-3-97

COOPERATIVE AGREEMENT
BY AND AMONG THE
U. S. FISH AND WILDLIFE SERVICE

AND

UNIVERSITY OF REDLANDS
BUREAU OF RECLAMATION
SALTON SEA AUTHORITY

FOR

COOPERATIVE DATA MANAGEMENT FOR THE SALTON SEA PROJECT

I. Introduction

The Bureau of Reclamation (Bureau) is the lead Federal Agency in project planning for the Salton Sea, which is currently an imperilled ecosystem. The Fish and Wildlife Service (Service) is a cooperating agency with technical expertise and mandates dealing with public fish and wildlife resources, particularly endangered species. The University of Redlands (University) as a local institution of higher learning with specialized expertise, particularly in Geographic Information System (GIS) analyses, has been funded for data retrieval and analyses in support of a Salton Sea Project. Lastly, the Salton Sea Authority (Authority) is the primary state agency responsible for the continuation of beneficial uses of the Sea as a depository for agricultural drainage, storm, and wastewater flows; for protection of endangered species, fisheries, and waterfowl; and for recreation.

The Bureau is in the process of analyzing potential alternatives under the National Environmental Policy Act (NEPA) for a Salton Sea Project that would stabilize salt concentrations and water elevations. Planning a Salton Sea Project for multiple benefits has been supported by local, state, and Federal funding. Congressional authority was provided, for Federal participation with appropriations up to \$10 million, in Public Law 102-575, Reclamation Projects Authorization and Adjustments Act of 1992. Appropriations were made in Fiscal Years (FY) 1994 through 1997, totaling \$500,000 and \$2.5 million additional was just approved. The Service has sought additional funding for work on the Sea through its regular annual Agency budget allocations process and will negotiate with the Bureau for transfer funds to support some of its efforts. In addition, the Service will attempt to identify the funding needed to coordinate and implement the studies developed at the "Saving the Salton Sea" workshop in August 1997. The University is to receive congressional grants totaling \$2 million for a literature review and synthesis, and a GIS analysis. Finally, the Authority is funded through its constituent agencies, various grants, and through the Bureau. This agreement is the instrument whereby the signatories commit to an open cooperative, collaborative process in generating and sharing information dealing with the Salton Sea.

II. Authorities

The Service enters into this agreement pursuant to the authorities provided by the Endangered Species Act (ESA) of 1973, as amended, the Department of the Interior and Related Agencies Appropriation Bill of 1997, Fish and Wildlife Coordination Act, and the National Wildlife Refuge System Administration Act of 1966. The Bureau's authority resulted from the enactment of Title 11, Public Law 102-575, Reclamation Projects Authorization and Adjustment Act of 1992. The Authority is a joint powers authority, established under California law in July 1993

III. Purpose

The purpose of this agreement is to provide for the regular, immediate, sharing of information, particularly scientific and computerized data, and collaboration in data gathering techniques, synthesis, and analyses. Data collection and dissemination will be coordinated by the Service in collaboration with the other organizations signatory to this agreement. This agreement is meant to include all data relevant to the Salton Sea ecosystem including physical conditions, factors, and changes; biological conditions, factors, and cycles including vegetation/habitat mapping, target species surveys, and ecology of listed and other key species; occurrence, distribution, and cycling of pathogens, diseases, and contaminants; Geographic Information System (GIS) development, analysis, and graphic output; distribution and significance of cultural resources; and wildlife management actions and implications.

IV. Term of Agreement

This agreement will be effective immediately upon signing, for each party as they become signatory and remain in effect until terminated. Any party may terminate their participation in this agreement by notifying the other parties in writing.

V. Specific Obligations of the Parties

A. Service's Obligations

1. The Service will act as a data repository and dissemination facilitator of any information dealing with the Salton Sea ecosystem;
2. The Service will coordinate study methods, analyses, and reporting for the sake of consistency and high quality.
3. The Service will review and provide input into reports generated by the other signatory agencies, independent investigators, and other cooperators.
4. The Service will participate in appropriate advisory committee meetings,

workshops, and project discussions.

5. The Service will provide pertinent GIS data layers to the University for inclusion in their analyses, and participate therein.
6. The Service will assist in identifying funding to implement the study proposals created at the "Saving the Salton Sea Workshop" and will coordinate implementation with all parties signatory hereto.
7. The Service will review project alternatives, proposed studies, and management options for environmental compliance and provide timely input to assure conformance under the pertinent laws and regulations.

B. The University's Obligations

1. The University will synthesize GIS data layers from existing and newly produced information.
2. The University will analyze data layers for ecological linkages among them and cooperatively build and validate a GIS ecosystem model for the Salton Sea.
3. The University will participate in screening and validating past studies and current proposals for scientific rigor and merit, and current applicability.
4. The University will share data and analyses in progress, as draft and final products, as they are developed and available with the signatories hereto.

C. The Bureau's Obligations

1. The Bureau will seek and provide funding to conduct the studies needed to analyze proposed project effects on the Salton Sea environment.
2. The Bureau will facilitate, and participate in, cooperative data sharing among the parties signatory hereto.
3. Service Obligation #s 3, 4, and 6 are incorporated as additional Bureau obligations.

D. The Authority's Obligations

1. Same as the Bureau's Obligations 1, 2, and 3.

VI. Project Officers

Project Officer for the Service is:

~~Mr. Don Voros
U.S. Fish and Wildlife Service
Regional Office
911 N.E. 11th Avenue
Portland, OR 97232-4181
503-231-6167~~

Richard Zembal
U.S. Fish and Wildlife Service
Southern California Refuges
2736 Loker Ave West, Suite A
Carlsbad, CA 92008
760-930-0168

Project Officer for the University is:

Mr. Timothy Krantz
University of Redlands
1200 E. Colton Ave.
Redlands, CA 92373
909/793-2121 x2938

Project Officer for the Bureau is:

Mr. John Johnson
Bureau of Reclamation
P.O. Box 61470
Boulder City, NV 89006
702/293-8509

Project Officer for the Authority is:

Mr. Paul Cunningham
Imperial Irrigation District
333 E. Barioni Blvd.
P.O. Box 937
Imperial, CA 92251
760/339-9826

VII. Deliverables and Milestones

The signatory parties will share scientific data and information freely and constantly. The Service's Science Coordinator will compile an annual report, summarizing the state of the data base and will furnish materials to the public at milestones and completion of individual studies. Subject materials and reports will incorporate review comments by the signatories hereto. In addition, the parties signatory to this agreement will meet quarterly at a minimum to ensure that the purpose of this agreement is being accomplished for all.

VIII. Funding

This agreement provides an avenue for joint funding initiatives identified and approved by the signatory parties.

X. General Provisions

The U.S. Fish and Wildlife Service's General Provisions for Grants and Cooperative Agreements are applicable to this agreement and are hereby incorporated as Attachment 1, as if fully set forth herein.

XI. Amendments

Amendments to this agreement may be proposed by either party and shall become effective upon being reduced to a written instrument executed by all parties.

XII. Termination

Any party can terminate obligation under this agreement, either partial or entire, upon prompt notification of the other parties in writing, of this determination, the reason(s) for the termination, and the effective date.

XIII. Certification Regarding a Drug-Free Workplace

A. Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a pleas of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the

performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- B. By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will -
1. publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 2. establish a drug-free awareness program to inform such employees about -
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
 3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision:
 4. Notify such employees in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will -
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 5. Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction; and

6. Within 30 days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:
 - a. Take appropriate personnel action against such employee, up to and including termination; or,
 - b. Require such employee to satisfactorily participate 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.
 7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- C. By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- D. Failure of the offeror to provide the certification required by paragraphs (b) or (c) or this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)
- E. In addition to other remedies available to the Government, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

XIV. Certification Regarding Lobbying Activities

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

- A. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

- B. 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.
- C. 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 and disclose 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.

IN WITNESS WHEREOF, each party hereto has caused this Cooperative Agreement to be executed by an authorized official on the day and year set forth opposite their signature.

U.S. FISH AND WILDLIFE SERVICE

By: _____

Date: _____

Title: _____

UNIVERSITY OF REDLANDS

By: _____

Date: _____

Title: _____

BUREAU OF RECLAMATION

By: _____

Date: _____

Title: _____

SALTON SEA AUTHORITY

By: _____

Date: _____

Title: _____

SUFFICIENCY REVIEW

By: _____

Date: _____

Title: _____