

AGREEMENT FOR ESTABLISHMENT AND OPERATION

of the

FLORIDA COOPERATIVE FISH AND WILDLIFE RESEARCH UNIT

by the

UNITED STATES GEOLOGICAL SURVEY, DEPARTMENT OF INTERIOR

and the

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

and the

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

and the

WILDLIFE MANAGEMENT INSTITUTE

and the

US FISH AND WILDLIFE SERVICE

This agreement, effective on the date signed by all parties, is entered into by the Unit Cooperators: the United States Geological Survey, hereinafter referred to as the Survey, the University of Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter referred to as the University, the Florida Fish and Wildlife Conservation Commission, hereinafter referred to as the Commission, the Wildlife Management Institute, hereinafter referred to as the Institute and the US Fish and Wildlife Service, hereinafter referred to as the Service (collectively, the "Cooperators" or the "Unit"). This agreement replaces Cooperative Agreement No. 1434-17HQRU1544.

I. Authorization:

The Survey and the Service are authorized under Public Law 86-686 (as amended November 8, 1978), to enter into cooperative agreements with colleges and universities and State fish and wildlife departments relating to Cooperative Research units for the purpose of developing adequate, coordinated, cooperative unit programs of research and education relating to fish and wildlife.

The University is authorized by the laws of the State of Florida to enter into agreements or contracts with the Federal Government or agencies thereof, as well as into agreements or contracts with agencies of other governments, and other colleges or universities, where such agreements or contracts, in the judgment of the trustees, will promote the objectives of the University.

The Commission is authorized by the Florida Constitution to enter into agreements and investigate questions relating to fish and wildlife and related resources, to initiate and conduct inquiries pertaining to such questions, and to conduct such biological research that in its opinion will conserve, improve, and enhance the status of these resources in the State of Florida.

The Institute is authorized by its charter to enter into cooperative agreements for the support of research at the Cooperative Wildlife Research Units.

II. Purpose:

The Cooperators enter this agreement to provide for active cooperation in the advancement, organization, and conduct of research, graduate education, in-service training, technical assistance, public relations, and demonstration programs relating to fish and wildlife resources as outlined in the following sections.

III. Objectives:

1. To conduct research into the ecology, biology and management of fish, wildlife and their habitats, and other renewable natural resources and to investigate the production, utilization, management, protection, and restoration of such resources. This research will be relevant primarily to the needs of the State, the geographical region, and the Nation.
2. To provide technical and professional education at graduate and professional levels, in the fields of renewable natural resource sciences.
3. To make available to resource managers, landowners, other researchers, and other interested public, such facts, methods, literature, and new findings discovered through research.

4. To disseminate research findings through the publication of reports, bulletins, circulars, films, and journal and magazine articles. These may include scientific, technical, semi-popular and popular media at all levels.
5. To help address the information needs of the Cooperators. This objective will include the careful linking of the Commission information needs with those of the Survey and Service so the many overlapping interests are properly served.

IV. The Survey Agrees To:

1. Designate three or more full-time employees of the Survey to staff the Cooperative Research Unit. One of these employees shall serve as Unit Leader, and others shall serve as Assistant Unit Leaders for their respective disciplines. All Unit Leader and Assistant Leader appointments shall be made with the concurrence of the University and the Commission. To be appointed as University courtesy faculty, all Survey employees assigned as Unit Leaders or Assistant Leaders shall meet University's qualifications for courtesy faculty appointments and graduate faculty status.
2. Pay the salaries of Survey personnel assigned to the Unit, and to provide incidental expense funds for these personnel as provided for in PL86-686.
3. Make available such services, and facilities, including equipment, buildings, and land under control of the Survey, as may be mutually agreed upon by each organizations Authorized Official.
4. Cooperate in the planning and development of research, education, in-service training, and the preparation of publications and demonstration programs.
5. Recognize the responsibilities of Unit scientists as educators, consistent with and supportive of the Unit mission identified in PL86-686. These include appropriate performance evaluation and professional development. Permit the Survey's scientific personnel assigned to the Unit to participate in teaching graduate courses and seminars in their areas of specialization with the concurrence of University. This commitment is limited to the equivalent of one formal graduate level course per calendar year per person.
6. Call Coordinating Committee Meetings for the purpose of coordinating the activities and programs of the Unit and cooperating agencies in accordance with local, regional, and national requirements.
7. Recognize as participating cooperators those faculty, staff, and students of the University and employees of the Commission participating in an approved activity of the Unit.
8. Provide funds to support specific research, Unit operations or educational projects of primary interest to the Cooperators, including mutually agreed upon university

administrative and support services, which meet the terms of PL86-686, the Cooperative Units Act as amended. On the basis of statements of work that are mutually agreeable to all Cooperators, funds will be obligated through separate written agreements for cooperating agencies to carry out the work. When the Survey sponsors a research project, the separate written agreement(s) shall be known as a "Research Work Order" under the authority of this Agreement.

V. The University Agrees To:

1. Make available to the Unit at least one and one half full-time University positions for administrative assistance; offices, laboratory and storage space; computer facilities, as are regularly made available to other University faculty; publication channels; museum facilities; library; equipment; utilities, including both local and long distance telephone services, in locations where Federal Telecommunications Services are not available; and account services for Cooperator contributions to the Unit. Monetary equivalence for services and facilities will be shown in reports of annual Cooperative Unit budgets. Contributions made by University under this section are for the base operations of the Unit, not necessarily for incremental work assigned to the Unit as Research Work Orders.
2. Recognize, as courtesy members of the University faculty, those research scientists of the Survey who are assigned to the Unit, provided that Unit members meet the standards and requirements of University for courtesy faculty. These personnel shall have full courtesy faculty rights and, and will be given professional rank appropriate to their qualifications. Survey personnel who are appointed as University courtesy faculty shall be given the ability to teach graduate level courses, providing such personnel meet University's policies and procedures regarding course assignments. Survey personnel shall be eligible for promotion in accordance with normal University standards and procedures but will not be tenured or salaried by the University.
3. Make available the means for the Unit to establish revolving accounts (accounts with no fiscal year limitations) with the University through which operating and research expenditures may be transacted. This service will be provided by the University without overhead charges on the annual contributions from the Commission and Survey (as defined in section VI.3).
4. For Research Work Orders under this Agreement, University will charge indirect costs at a reduced rate of 15%TDC. The difference between the 15% rate and the University's federally negotiated indirect cost rate will be considered as part of the University contribution to the Unit. Research Work Orders issued under this agreement will be administered under Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). Direct costs allowable for Research Work Orders under this agreement are subject to the language in University's most recent "Colleges and Universities Rate Agreement" in place for federal agencies.

5. Cooperate in planning, developing, and executing research, education, in-service training, publications, demonstration projects, and other programs of the Unit.

VI. The Commission Agrees To:

1. Make available such personnel and facilities, including equipment, buildings, and land under its control, as may be mutually agreed upon for execution of the program.
2. Cooperate in research, education, in-service training, public relations, and demonstration on approved projects.
3. Cooperate in carrying forward approved research projects on fishery and wildlife resources for furtherance of Unit operations. The Commission agrees to provide funds annually, through a separate Recipient/Subrecipient agreement that will flow through University accounts, of \$60,000 in allowable expenditures on a cost reimbursement basis for basic operational and research expenses of the Unit. This amount may vary depending upon annual appropriations.

VII. The Institute Agrees To:

Contribute toward the activities of the Unit, on the basis of requests for individual research projects, in-service training programs and related activities. They will participate in annual coordinating committee meetings.

VIII. The Service Agrees To:

1. Cooperate in the planning and development of research, education, in-service training and demonstration programs.
2. Make its information needs known to Unit cooperators.
3. Use and share available resources, as may be mutually agreed upon in writing by each relevant Cooperator's Authorized Official, for support of the Units' approved programs of research and education.
4. Actively participate in Coordinating Committee Meetings as a non-voting member.

IX. It is Mutually Agreed That:

1. The Unit shall be administered through a "Coordinating Committee," consisting of a designated representative of the Survey, the University, the Commission, the Service, and the Institute.

2. The Coordinating Committee will meet annually in General Session, or as otherwise mutually agreed. To maintain a balance between Commission, University, Federal, and WMI interests in the program, the Service participates as a non-voting member of the Coordinating Committee, but otherwise is a full participant in all activities and discussions of the Committee.

At the annual meeting, the Coordinating Committee will:

- a. Review and modify as necessary, the Statement of Direction for the Unit. The Statement of Direction is a declaration of the research and teaching areas mutually agreed upon as needing primary emphasis and attention in the Unit.
 - b. Examine the annual research budget, which may include new funds each year and may include unexpended funds of the previous year not reverting to the contributing agencies. It shall review annual statements of financial expenditures and balances, and other financial reports or information needed for evaluating the Unit's research program. Budget statements and reports will be prepared by the program leaders and provided to each member of the Coordinating Committee in advance of the annual meeting.
 - c. Examine, and approve or modify, the Unit plan of activities, including proposed starts for all new projects.
 - d. Integrate, insofar as practicable, the research and educational programs of the Unit with the research and educational programs of the Cooperators, and with the general land and water use programs of the State and Nation.
 - e. Exchange information so that Cooperators and interested agencies will be informed of the plans, programs, progress, needs, and probable future trends and patterns of development of the research and educational programs of the Unit.
 - f. A closed Executive Session of the Coordinating Committee, may be held following the General Session, upon request of any Coordinating Committee member, for dealing with issues or matters of operational policy that should not be part of the open forum meeting. The Executive Session shall be attended only by the Coordinating Committee of the Unit Cooperative Agreement.
3. Participation of the Federal Government in this project is not intended to place it in a position of liability for claims that arise as a result of Unit activities. To the extent allowed by law, each party hereto shall have responsibility for acts of and injury to, or injury and damage caused by its own personnel and its own property occurring incidental to the conduct of the projects permitted hereunder.
 4. Participation of the Institute in this project shall not place it in a position of incurring liability for any claim by anyone that might arise as a result of Unit activity at which the Institute is not present.

5. All equipment purchased by or for the Unit shall be the property of the contributing agency in the event of dissolution of the Unit. An equipment inventory indicating ownership, costs, and condition of each item under the auspices of the Unit shall be maintained by the Unit Leader and made available annually to the Cooperators Technical contact.
6. The obligations of the Survey and the Service are contingent upon the appropriations of Congress; of the University and the Commission upon appropriations by the State Legislature; and of the Institute on contributed funds. No cooperative funds shall be spent except in furtherance of the programs of the Unit as approved by the Unit Cooperators through the Unit Coordinating Committee. Proposals for research to be undertaken by the Unit shall conform to the project protocol of the University and/or granting agencies.
7. The acquisition of special funds (contracts, grants, gifts, bequest funds, etc.) is encouraged and their use is also subject to Coordinating Committee approval. The acquisition of special funds received by the Unit must be accounted for under University's standard policies and procedures.

X. Publications:

1. The principal investigator designate for a specific project supported by the Unit shall have primary responsibility for the quality of work being submitted for publication, as well as for adherence to the publications guidelines. University reserves the right to make or allow to be made scholarly disclosures of the findings of any project supported by this Agreement, including but not limited to, publication in scholarly journals, presentations at academic and other conferences, disclosures to University and non-University scholars, and disclosures in grant and funding applications. If Unit Leaders are governed by any policies or requirements imposed by the Survey for their publications, they shall follow the Survey's publication policies and requirements.
2. Publication may be independent or joint as agreed upon, always giving acknowledgment of support of the Unit or contributing agencies where appropriate, yet recognizing within proper limits the rights of the individual doing the work.

XI. Officials Not To Benefit:

As provided in applicable federal and state statutes, no person prohibited from doing so shall be entitled to any share or part of this Agreement or to any benefit that may arise there from.

XII. Nondiscrimination in Employment:

In connection with the performance of work under this Agreement, the Cooperators agree not to discriminate against any employee or applicant for employment because of sex, race, religion, color, or national origin. This provision shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

XIII. Certification Regarding Drug-Free Workplace Requirements:

By signing this Cooperative Agreement the signatory certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Cooperator s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about -
 - a. The dangers of drug use in the workplace
 - b. The Cooperator s policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation, and employee assistance programs
 - d. The penalties that may be imposed upon employees for drug use violation occurring in the workplace;
3. Making it a requirement that each employee to be engaged in performance of work under this Cooperative Agreement be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of support under this Cooperative Agreement, 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 days after such conviction;
5. Notifying the Survey within ten days after receiving notice under subparagraph (4) (b) from an employee otherwise receiving actual notice of such conviction;

6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is convicted by -
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. 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;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

XIV. Effective Date And Termination:

This agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements or understandings between the parties relating to its subject matter. This agreement shall become effective on the date of last signature and shall continue in force until five (5) years after the date of the last signature, unless earlier terminated. The parties may modify, amend, or extend the term of this agreement by a written instrument signed by the authorized official of each party. Any Cooperator may terminate their share in this Agreement by providing ninety (90) days written notice to other Cooperators.

XV. Notices:

The Cooperators shall provide all notices under this Agreement to the Administrative Contract with a copy to the Technical Contact. All notices shall be provided in writing by e-mail, recognized national overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

UNITED STATES GEOLOGICAL SURVEY, DEPARTMENT OF INTERIOR

Administrative Contact:

John D. Thompson
MS 303, 12201 Sunrise Valley Drive, Reston, VA 20192
703-648-4262
jthompson@usgs.gov

Technical Contact:

Abby Powell
University of Florida, Box 110485, Gainesville FL 32611-0485
(352) 846-0534
abypowell@ufl.edu

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

Administrative Contact:

University of Florida, Division of Sponsored Programs
207 Grinter Hall
Gainesville, FL 32611-5500
(352) 392-9267

ufawards@ufl.edu, with a copy to Robin Barber rbarber7582@ufl.edu.

Technical Contact:

Eric Hellgren
Department Chair, Wildlife Ecology and Conservation Department
115 Newins-Ziegler Hall
Gainesville, FL 32611
hellgren@ufl.edu

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Administrative Contact:

FWRI Contracts Office
100 8th Avenue SE
St. Petersburg, FL 33701
FWRI_Contracts@MyFWC.com

Technical Contact:

Robin Boughton
Wildlife Research Section Leader
Florida Fish and Wildlife Research Institute
Lovett E. Williams Jr. Wildlife Research Lab,
1105 SW Williston Road
Gainesville FL 32601
robin.boughton@myfwc.com
(352) 334-4218

WILDLIFE MANAGEMENT INSTITUTE

Administrative & Technical Contact:

Steve Williams, President
Wildlife Management Institute
1440 Upper Bermudian Road
Gardners, PA 17324
swilliams@wildlifemgt.org
717-677-4480

US FISH AND WILDLIFE SERVICE

Administrative & Technical Contact:

Leo Miranda-Castro, Regional Director

US Fish and Wildlife Service, Southeast Region

1875 Century Boulevard

Atlanta, GA, 30345

(404) 679-4000

leopoldo_miranda@fws.gov

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Cooperators have caused this Agreement to be executed by their duly authorized representatives.

Jennifer
Fitzwater

Digitally signed by Jennifer
Fitzwater
Date: 2022.06.27 14:29:25
-04'00'

Florida Fish and Wildlife Conservation Commission
Name: Jennifer L. Fitzwater
Title: Chief of Staff

Date:



Digitally signed by Elizabeth
Keeter
Date: 2022.06.14 13:39:39 -04'00'

University of Florida Board of Trustees
Elizabeth Keeter
Assistant Director, UF Research | Division of Sponsored Programs
UF# AGR00024528

Date:

JONATHAN MAWDSLEY
Digitally signed by
JONATHAN MAWDSLEY
Date: 2022.07.05
08:21:23 -04'00'

United States Geological Survey, Department of Interior
Name:
Title:

Date:



Wildlife Management Institute
Name:
Title:

7/5/22

Date:

LEOPOLDO MIRANDA-CASTRO
Digitally signed by LEOPOLDO
MIRANDA-CASTRO
Date: 2022.07.05 08:29:55 -04'00'

US Fish and Wildlife Service
Name:
Title:

Date: