

Cooperative Agreement Agreement # H5460050005
between
The United States Department of the Interior
National Park Service
Great Smoky Mountains National Park
and
Discover Life in America, Inc.

This Cooperative Agreement (the “Agreement”) is entered into by and between the United States Department of the Interior, National Park Service (the “NPS”), acting by and through the Great Smoky Mountains National Park (the “Park”) and Discover Life in America, Inc. (the “DLIA”), a Tennessee non-profit corporation with its principal office in Gatlinburg, Tennessee (collectively the Parties”), for the purpose of improving the Park’s understanding of its natural resources and natural processes and thereby enhancing protection of the Park’s resources.

ARTICLE I – BACKGROUND AND OBJECTIVES

A. ___ The NPS was created within the Department of the Interior in 1916 for the purpose of conserving “the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave [the NPS resources] unimpaired for the enjoyment of future generations.”

B. ___ The Park was established and “set apart as [a] public park for the benefit and enjoyment of the people” by a law enacted on May 22, 1926 (44Stat. 616)

C. ___ The NPS and the Park wish to become better stewards of their natural resources by more effectively conserving the scenery and wildlife in the Park. In order to better conserve the scenery and wildlife the NPS has determined that a scientific inventory of all species in the Park, an All Taxa Biodiversity Inventory (the “ATBI” or “Project”), would greatly assist the Park in accomplishing its statutory mandates. This inventory would include, but not be limited to, the names of the species found within the Park, the distribution of the species, the relative abundance of the species, associated species and other data about the various species. The Park has staff, facilities, experience with science and funding resources to contribute development of an ATBI.

D. ___ Discover Life in America (DLIA) is a 501 (C) (3) non-profit corporation, which according to its Charter, is “organized exclusively for charitable, educational, and scientific purposes, including environmental and conservation education, research and support.” DLIA has developed, in partnership with scientific authorities and representatives of the Park, a methodology to conduct an ATBI of species within the Park. To collect the data and complete preparation of an ATBI, DLIA has human and financial resources which can be made available to assist the Park. In order to accomplish its mission and goals, DLIA offers the following information about its structure, plans, and processes:

1. ___ Its Board of Directors is composed of individuals from the science, education, and business communities.

2. __It has a staff of full and part-time professional administrative, program, and technical personnel. Professional associates include over 250 researchers who bring their own in-kind, leveraged funding and work time to DLIA and a cadre of trained citizens, teachers, and students who assist with and conduct field, lab, and data-oriented activities on behalf of DLIA.
3. __Its Science Plan was developed by a collaboration of experts and jointly agreed upon by the National Park Service and the internationally known scientists of the DLIA Advisory Panel (Dr. E.O. Wilson, Dr. Peter Raven, Dr. Ron Pulliam, Dr. Tom Lovejoy, and Dr. Dan Janzen).
4. __ The DLIA Education Committee--an association of resource educators from GSMNP and Great Smoky Mountains Institute at Tremont, teachers, and administrators—has developed an Education Plan which has been mutually agreed upon by the Park and Partners.
5. __It has a Grant Program supported by contributions from private donations and other non-profits from which grants are awarded by a Board which oversees proper disbursement of funds upon completion of work.
6. __DLIA has established relationships with individuals and groups approved by the Park and Partners for the most effective and efficient conduct of work to develop an ATBI for the Park. The topics of research and the regions of the Park to be studied are decided upon in consultation between ATBI scientists and the Park Resource Management staff.

E. __The Parties began compiling information for an ATBI of the Park in 1999/2000 when they entered into a five (5) year cooperative agreement. While great progress has been made on development of this inventory, both parties now wish to increase activity levels which will allow the completion of the ATBI project at an earlier date.

F. __Objectives of this agreement are to: a) accelerate collection of data for and preparation of an ATBI for the Park, and completion of the ATBI by the earliest practical date; (b) to promote scientific and educational activities associated with the ATBI among and between the general public, students and the scientific community; and (c) to produce educational materials, scientific protocols, web-based taxonomic guides and other related deliverables that will encourage development of ATBIs in other parks and elsewhere.

ARTICLE II – AUTHORITY

A. __31 U.S.C. § 6305 provides that an executive agency shall use a cooperative agreement as the legal instrument reflecting a relationship between the United States and another recipient when (1) the principle purpose of the relationship is to transfer a thing of value to the recipient to carry out a public purpose of support or stimulation authorized by law and (2) substantial involvement is expected between the executive agency and the recipient when carrying out the activity contemplated in the agreement.

B. __16 U.S.C. § 1g provides that the NPS may enter into cooperative agreements that involve the transfer of NPS-appropriated funds to non-profit organizations for the public purpose of carrying out NPS programs pursuant to 31 U.S.C. 6305.

C. __16 U.S.C. § 17j-2(e) provides that appropriations for the NPS are authorized for educational lectures in or in the vicinity of and with respect to the national parks and the service of field

employees in cooperation with such non-profit scientific societies engaged in educational work in the various parks as the Secretary of the Interior may designate.

ARTICLE III – STATEMENT OF WORK

A. NPS agrees to:

1. Provide financial reimbursement as provided in Article VI and as amended.
2. Jointly work with DLIA to facilitate coordination of project-related planning and activities in order to meet the project objectives.
3. Provide technical assistance on issues related to the ATBI, including but not limited to data management, web-based output, public involvement and other aspects of the project as needed to meet project objectives.
4. Provide day-to-day contacts for the diverse in-park operations associated with development of the ATBI, and to assist in logistical support for science, education, special events and conferences.
5. Provide limited work and lodging facilities for DLIA scientists, volunteers and educators.
6. Review and process resource activity permits for all DLIA science work related to the ATBI and assist with orientations for new scientist and citizen participants.

B. DLIA agrees to:

1. Provide funds, equipment, personnel, and other in-kind resources necessary to perform the functions specified under Sections B and C of this Article.
2. Acquire resources to accelerate collection of data and development of an ATBI of all species within the Park. This ATBI will include, but not be limited to, the names of the species found within the Park, the distribution of the species, the relative abundance of the species, associated species, and other data about the various species.
3. Promote scientific and educational activities associated with the inventory among and between the general public, students and the scientific community.
4. Produce educational materials, scientific protocols, web-based species and project information and other related deliverables that will encourage development of ATBIs in other parks and elsewhere.
5. Coordinate and complete all administrative arrangements between its participating

individuals and organizations.

6. Station at least one staff person in or adjacent to the Park to facilitate day-to-day operations with the Park staff and other organizations.
7. Share all science data with the Park and keep the locations of designated rare species confidential in accordance with Park provided guidelines.
8. Keep Park assigned and leased facilities clean and safe.
9. Discuss options with the Park for DLIA managing ATBI facilities at the Appalachian Highlands Learning Center, upon completion of its renovation.
10. Provide safety materials and safety briefings for all DLIA science and education participants.

C. NPS and DLIA together agree to:

1. Periodically meet with other project cooperators, for mutual decision-making, to coordinate project activities, to track Project progress and expenditures, and to ensure consistency with Park and DLIA plans.
2. Document the Project with publications, presentations, photographs, and other means to serve as a model of how ATBIs can be accomplished in other parks and elsewhere.
3. Plan and develop interpretive and educational materials and programs about the Project, such as brochures, news releases, media contacts, signs, exhibits, field trips and school activities. Acknowledge involvement of all partners in published materials and Project information/publicity.
4. Recruit, train, involve, and supervise volunteers in ATBI activities.
5. Monitor and evaluate the progress of ATBI activities.
5. Work together to implement the most cost effective way to manage the facilities associated with the ATBI.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will become effective upon signature of both parties and extend through December 31, 2009, unless terminated earlier in accordance with Article XI.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. For the NPS:

Dale Ditmanson, Superintendent
Great Smoky Mountains National Park
107 Park Headquarters Road
Gatlinburg, TN 37738
E-mail: Dale_Ditmanson@nps.gov
Telephone: (865) 436-1201
Facsimile: (865) 436-1220

Keith R. Langdon
Inventory and Monitoring Coordinator
Great Smoky Mountains National Park
1314 Cherokee Orchard Road
Gatlinburg, TN 37738
E-mail: Keith_Langdon@nps.gov
Telephone: (865) 436-1705
Facsimile: (865) 436-4753

Mr. Langdon is responsible for the daily coordination, interim reviews and payment recommendations.

Lewis Grooms, Contracting Officer
Great Smoky Mountains National Park
107 Park Headquarters Road
Gatlinburg, TN 37738
E-mail: Lewis_Grooms@nps.gov
Telephone: (865) 436-1218
Facsimile: (865) 436-1220

2. For DLIA:

Dr. Peter White, Chair
Discover Life in America, Inc.
Biology Dept. UNC
CB# 3280
Chapel Hill, NC 27599-3280
E-mail: Peter.White@unc.edu
Telephone: (919) 962-0522
Facsimile: (919) 962-1625

Ms. Jeanie Hilten, Administrative Officer
Discover Life in America, Inc.
1314 Cherokee Orchard Rd.
Gatlinburg, TN 37738
E-mail: Jeanie@dlia.org
Telephone: 865-430-4752
Facsimile: 865-430-4753

Ms. Hilten shall act as operations representative for day-to-day organization and manage the various projects and the people involved.

- B. Communications – The DLIA will address all communications regarding this Agreement to the Inventory and Monitoring Coordinator with a copy to the Contracting Officer, and to the superintendent of the Park.
- C. Changes in Key Officials – Neither the NPS nor the DLIA may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – AWARD AND PAYMENT

- A. The commitment of funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Cooperative Agreement identifying each project or group of projects, amount of financial assistance and any other special term or condition applicable to that project. (See attached Scope of Work)
- B. Requests for initial Advance of Funds (SF-270) will be submitted to the NPS Contracting Officer. Subsequent payments will be made no more frequently than monthly and will be paid by Electronic Funds Transfer directly into DLIA’s bank account as a reimbursement.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, according to the following schedule of not-to-exceed amounts:

Financial Plan:

NPS In-Kind Contributions:

Personnel

1. Supervisory Biologist, GS-13, 30% of salary and benefits	\$30,226
2. Entomologist, GS-12, 40% of salary and benefits	\$34,286

3. Information Manager, GS-12	
70% of salary and benefits	\$63,949
4. Temporary Bio-Technician (sorting)	\$17,000
5. Lab and Field Equipment and supplies	\$18,500
6. SCA position for fieldwork and sorting (includes lodging)	\$3,500
Total NPS In-Kind	\$167,461

DLIA In-Kind Contributions:

Personnel	
Administrative Officer and part-time staff	\$32,000
Scientist In-Kind support (2003 figures)	\$91,056
DLIA Volunteer In-Kind support (10,000 hrs/year)	\$100,000
ATBI Research Grant Program	\$50,000
NSF Funded ATBI research (algae, eumycetozoans, tree canopy, others in future)	\$100,000
DLIA and ATBI partners' education grants	\$21,000
Equipment (High resolution scanner operation, laboratory and field supplies, information technology)	\$25,000
Total DLIA In-Kind	\$419,056

DLIA Chargeable Costs (costs to be reimbursed by NPS)

Personnel	
Administrative Officer	\$25,000
Data Manager	\$9,000
Web Technician	\$9,000
Scientific Determinations (Structured sampling reports)	\$62,000
Total DLIA Chargeable	\$105,000

Financial Plan Summary

Total NPS In-Kind	\$167,461
Total DLIA In-Kind	\$419,056
Total DLIA Chargeable	\$105,000
Grand Total	\$691,517

Subsequent years funding subject to availability of appropriated funds by Congress

ARTICLE VII – PRIOR APPROVAL

- A The Park will review and approve intermediate information, draft reports, and partial plans and will approve final documents before final payment is made.

- B. DLIA shall obtain prior approval for budget and program revisions, in accordance with OMB circular 1-110 as codified by 43 C.F.R. § 12.925.

ARTICLE VIII – LIABILITY

DLIA agrees:

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the DLIA, its officers, employees, members, agents or representatives arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To purchase public and employee’s liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000.00) per person for any one claim, and an aggregate limitation of Three Million dollars (\$3,000,000.00) 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 payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured’s sole risk. Prior to beginning the work authorized herein, DLIA shall provide the NPS with confirmation of such insurance coverage.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by DLIA, its officers, employees, members, agents or representatives.
- D. To provide workers’ compensation protection to DLIA officers, employees, members, agents or representatives.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of DLIA, its officers, employees, members, agents or representatives.
- F. In the event of damage to or destruction of the buildings and facilities assigned for the use of DLIA in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with DLIA, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by DLIA, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to SLIA will constitute termination of this Agreement by the NPS.

ARTICLE IX – REPORTS AND DELIVERABLES

- A. Specific projects for which funds are advanced will be tracked and reported by submittal of Standard Form 272, Federal Transaction report and quarterly submittal of Standard Form 269, financial Status Report, as outlined in 43 C.F.R. § 12.925.
- B. DLIA will provide an annual written evaluation of the program activity prior to January 15 of the following year, to the key official identified in Article V, above. The evaluation will include descriptive information of the species found, their abundance, location and other data, actions taken to promote scientific and educational activity associated with the inventory among and between the general public, students and the scientific community and the educational materials, scientific protocols, web-based taxonomic guides and other materials produced for the previous year and recommendations for future activities in these areas.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access for the purpose of financial or programmatic review and examination to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 43 C.F.R. § 12.933.

ARTICLE X – PROPERTY UTILIZATION

All tools, equipment and facilities furnished by the Park will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 43 C.F.R. § 12.933 through 12.935 apply to this Agreement.

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and try to resolve their differences.

ARTICLE XII – 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 C.F.R. Part 12, subpart F, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”

- b. OMB Circular A-122, “Cost Principles for Non-Profit Organizations.”
 - c. OMB Circular A-133, “Audits of States, Local governments, and Non-Profit Organizations.”
 - d. 43 C.F.R. Part 112, Subpart D, “Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants).”
 - e. 43 C.F.R. Part 12, Subpart E, “Buy American Requirements for Assistance Programs.” 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 Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); title V, Section 504 of the Rehabilitation Act of 1973, as amended, (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, sexual orientation, national origin, disabilities, religion, age or sex.
 3. Lobbying Prohibition – 18 U.S.C. § 1913, Lobbying with Appropriated Moneys – No part of the money appropriated by an 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 resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper 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 Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

B. Special Provisions

1. Public Information

- a. DLIA shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau or Government employee endorsement of a product, service, or position which the DLIA represents. No release of information relating to this Agreement may state or imply that the Government approves of the work product of the DLIA or considers the DLIA's work product to be superior to other products or services.
- b. The DLIA will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
- c. The DLIA will obtain prior NPS approval from the Southeast Regional Public Affairs Office (the “PAO”) for any public information release which refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the key official who will forward such materials to the PAO, along with the request for approval.
- d. The DLIA agrees to include the above provisions of this Article I any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

2. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties 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 full responsibility for any statements on which there is a difference of opinion.

- C. Certifications – The following certification is required in accordance with the above provisions and made a part of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

ARTICLE XIII – ATTACHMENTS

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

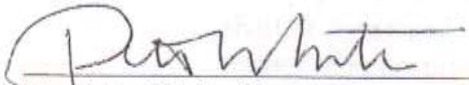
- CCR form
- Scope of Work


ARTICLE XIV – SIGNATURES

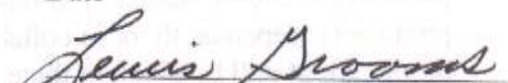
IN WITNESS HERETO, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR DISCOVER LIFE IN AMERICA

FOR THE NATIONAL PARK SERVICE


Dr. Peter White, Chairman
5/11/05
Date


Dale Ditmanson, Superintendent
5/17/05
Date


Lewis Grooms, Contracting Officer
05/17/2005
Date