

Task Agreement Number P17AC00904
Under
Master Cooperative Agreement P17AC01109
Between
The United States Department of the Interior
National Park Service
And
[Transition Zone Horticultural Institute, Inc. dba The Arboretum at Flagstaff]
DUNS No: 119734853
4001 S. Woody Mountain Rd.
Flagstaff, AZ 86005

CFDA: 15.945

Project Title: Mitigate Endangered Bird Habitat prior to Tamarisk defoliation by the Northern Tamarisk Beetle

Park Unit: Grand Canyon (GRCA)

PI: Kris Haskins, Kristin.haskins@thearb.org, 928-774-1442 x114

ATR: Ronda Newton, Ronda.Newton@NPS.gov, 928-638-7447

Amount of Federal Funds Obligated: \$76,561

Total Amount of Task Agreement Award: \$76,561

Funding source: Intermountain Region, Non-facility PMIS 168808

Period of Performance: July 18, 2017 through Dec. 31, 2019.

Student Involvement: No

Sensitive Information: No

Note: Phase two of this task agreement is anticipated August 1, 2017 through December 31, 2020 and subject to funding availability and continuation application submission, review, and approval. See Article VII for continuation application requirements.

ARTICLE I – BACKGROUND AND OBJECTIVES

Cooperative Agreement Number P17AC01109 was entered into by and between the Department of the Interior, National Park Service, (NPS), and Transition Zone Horticultural Institute, Inc. dba The Arboretum at Flagstaff (hereafter referred to as ‘The Arb’ or ‘Recipient’) for the purpose of providing research, technical assistance, and/or education, as described below. Unless otherwise specified herein, the terms and conditions as stated in the Cooperative Agreement will apply to this Task Agreement.

For performance under this task agreement, the regulations set forth in 2 CFR, Part 200, supersedes OMB Circulars A–21 (2 CFR 220), A–87 (2 CFR 225), A–110, and A–122 (2 CFR 230); Circulars A–89, A–102, and A–133; and the guidance in Circular A–50 on Single Audit Act follow-up. The recipient shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement. In the event of a conflict

between the original terms of the master agreement and 2 CFR, Part 200, relating to this task agreement, 2 CFR, Part 200 shall take precedence.

Project Title: Mitigate Endangered Bird Habitat prior to Tamarisk defoliation by the Northern Tamarisk Beetle

This project will pro-actively restore and improve Federally Endangered southwestern willow flycatcher (*Empidonax trailii extimus*; SWFL) habitat at prioritized sites along the Colorado River Corridor in Grand Canyon National Park (GRCA). The biological control agent northern tamarisk beetle (*Diorhabda carinulata*) began establishing in the park in 2009, and is successfully defoliating non-native tamarisk, altering what has become important habitat for the SWFL. While tamarisk management is in alignment with NPS policies and plans, the NPS must also protect endangered and sensitive species that have adapted to tamarisk-dominated riparian habitat. This project will focus on selective tamarisk removal during the non-breeding season in order to minimize impacts to avian species and installation of native species to fill its niche. This work is in accordance with the 2002 USFWS Recovery Plan, the 2006 Colorado River Management Plan EIS, and the 2009 Invasive Plant Management Plan EA. The project will focus on assessment, design and vegetative and habitat restoration at Cardenas Camp RM 71.7L, as well as assessment and design components for restoring Grand Canyon Youth Camp (GCY) RM 274L .

This project directly addresses one of the primary actions required in the Recovery Plan: Increase and improve occupied, suitable and potential breeding habitat. In the lower Colorado River, the level of Lake Mead has dropped significantly, and is driving extremely fast upriver ecosystem level change. The river channel and riparian vegetation communities are rapidly shifting, and there is little doubt that this dynamic system-scale change will continue as periods of longer drought, higher temperatures, and less precipitation occur. This project will pro-actively restore and improve Federally Endangered southwestern willow flycatcher (*Empidonax trailii extimus*; SWFL) habitat at prioritized sites along the Colorado River Corridor in Grand Canyon National Park (GRCA). This project will focus on selective tamarisk removal during the non-breeding season in order to minimize impacts to avian species along with installation of native species to fill its niche in a historic backwater adjacent to Cardenas camp (RM 71.7L). In addition, this project includes site assessment and design work for tamarisk removal and native plant installation to enhance riparian habitat at Grand Canyon Youth Camp (RM 274L).

This project fulfills its public purpose through developing a new partnership between GRCA and the Recipient, engaging them in shared environmental stewardship, providing information to the scientific community on restoration approaches in dam-influenced riparian habitat, and providing interpretive opportunities for the public regarding anthropogenic impacts to natural habitats and the need to mitigate them to aid in the recovery of listed species.

ARTICLE II – LEGAL AUTHORITY

54 U.S.C. §100703, Cooperative Study Units.

ARTICLE III – STATEMENT OF WORK

- A. Statement of work: This proposal includes the restoration of portions of the most suitable habitat for SWFLs, along with many other avian species and wildlife. Although there has been a legally-mandated focus on SWFL surveys, the high-quality habitat identified provides food and shelter for numerous other wildlife species, is used by humans, and contains high biological diversity. This project will focus on selective tamarisk removal during the non-breeding season in order to minimize impacts to avian species and installation of native species to fill its niche in a historic backwater adjacent to Cardenas camp (RM 71.7L). The project will also include vegetation assessment and a restoration design for tamarisk removal and native plant installation to enhance riparian habitat at Grand Canyon Youth Camp (RM 274L).

The primary goals of this project are to:

1. Increase and improve suitable and potential breeding habitat for the SWFL and other wildlife species.
2. Build resiliency into the currently suitable habitat by creating a more diverse assemblage of native plant species.
3. Rehabilitate some of Arizona's limited existing riparian habitats that provide a critical refuge for flora and fauna.
4. Provide hands-on stewardship opportunities for individuals and groups through volunteer experiences.

During project implementation, park employees and park partners will conduct design and monitoring work at the Cardenas and GCY sites between August and December, 2017. Tamarisk and other invasive plant species will be treated and/or removed as required by the Environmental Assessment and Biological Assessment for the park's Exotic Plant Management Plan (NPS 2008) at the Cardenas site between January 1 and February 28, 2018. NPS Wildlife biologists, USFWS, and the GRCA project planning team will work closely with the The Arb during 2018 and throughout the project to ensure field work is implemented in a manner which poses little to no impact to sensitive species known to occur in the project area. NPS cultural resource staff will survey the proposed project sites and develop guidance to avoid impact to cultural resources, and to ensure compliance with Native American Graves Protection and Repatriation Act (NAGPRA) and National Historic Preservation Act (NHPA) regulations. Field crews will collect native plant material, both seed and cuttings, following NPS Management Policies to maintain genetic integrity. Plant material that requires propagation will be propagated and housed at the GRCA native plant nursery, and will be transported back to the site for selective planting. Park staff will manage native plant collection, propagation, and compliance components of this project. GRCA employees and volunteers are not

currently able to participate in river trips; however, they will assist with field work that can be accomplished through backpacking. The Arb will collect baseline data (monitoring and photopoint surveys), develop invasive removal and native species planting plans for both sites (Cardenas and GCY), collect plant material (if necessary), treat invasives, manage biomass, plant natives, install wildlife protection for vegetation at the Cardenas site.

Project work will consist of:

- Complete project compliance for restoration work;
- Develop tamarisk removal and planting plans for each site (Cardenas and GCY);
- Determine sites along the river or in side canyons where native plant material can be collected;
- Implement vegetation monitoring protocols at both sites (Cardenas and GCY) as well as a post-restoration assessment at Cardenas using the same protocols ;
- Collect and propagate cuttings of plants to be used for restoration;
- Train staff, cooperators, and volunteers in NPS, invasive species removal and native plant rehabilitation protocols;
- Establish native plants at Cardenas; and
- Develop and implement a watering and caging plan at Cardenas.

For this project, we will use GRCA vegetation program monitoring protocols (see attached documents) and modify them as necessary to gain additional information. Fifty-meter long transects will be established in different planting zones at each site, with the start point randomly generated, and will generally run downstream or down slope. There will be 8 components to the data collection: 1. vegetation structure, 2. tree and shrub data, 3. stem counts, 4. plant species canopy cover, 5. substrate cover, 6. qualitative data (photopoints), 7. point intercept, and 8. soil surveys. Point intercept will be measured every 0.5m along the transect line and all other data will be measured 5 times at the 5, 15, 25, 35 and 45 meter marks along the transect tape within a 3-meter radius circle. These data will be collected and entered into the GRCA Vegetation Program database and analyzed at the end of the project. Data analysis will be done using statistical packages such as PC-ORD to identify changes in plant community composition and JMP for other tests of differences in richness and plant cover.

For cutting collection, The Arb and/or GRCA will use the GRCA Vegetation Program's standard Pole Cutting Protocol (see attached documents). For site planting, The Arb and GRCA will use the GRCA Vegetation Program's Planting Protocols and datasheet on which they will record the number of each species planted and the date. Data on the overall success rate of each planting will be assessed based on annual monitoring of the plants installed as well as detailed maps of each planting area (as-built installation map) and is contingent upon the availability of additional funds.

For this project, we will not have a large experimental component because we have refined many of the site restoration and monitoring techniques at other similar areas.

B. Project schedule and products:

Task	Date Range / Milestone Date	Key Personnel	Additional Staffing Needs
Complete all NEPA, NHPA, and Wilderness compliance requirements. Prepare GIS maps to assist with restoration efforts.	June through August 2017	GRCA: Frank Henning, Dan Boughter, Rosa Palarino	N/A
Submit USFWS endangered species permit amendment, wilderness compliance and motor boat permits.	May through August 2017	GRCA: Frank Henning, Greg Holm, Rosa Palarino, Ronda Newton	N/A
Install photo points, conduct site pre-restoration assessment/monitoring, and develop site design plans for both sites (Cardenas and GCY)	September through December 2017	Arb: Melissa McMaster and Gayle Nance	N/A
Volunteer recruitment	Ongoing	Arb Staff and GRCA	N/A
Train and supervise volunteers	Ongoing	Arb Staff & GRCA	N/A
Select and schedule field staff	Ongoing	Arb Staff and GRCA	N/A
Install groundwater monitoring wells and moisture sensor monitoring equipment at Cardenas	July through December 2017	GRCA Vegetation and Physical Sciences Staff	Hydrology field bio-techs for wells
Complete invasive plant management actions at Cardenas (treatment and biomass removal)	January through March 2018	Arb and GRCA Field Crew(s)	Field bio-techs, Volunteers
Install plants and seeds at Cardenas, install vegetation protection (cages), conduct post-restoration assessment/monitoring, and create an "as-built" map of the restoration site.	January through March 2018	Arb and GRCA Field Crew(s)	field bio-techs, volunteers
Periodic monitoring and management for both sites	Ongoing	GRCA Field Crew(s)	Interns and Seasonals

Task	Date Range / Milestone Date	Key Personnel	Additional Staffing Needs
Fulfill interpretive component requirements	October 2016-September 2018	GRCA - Daniel Boughter	N/A
FY17 & 18 Annual Accomplishment abstracts and other PMIS reporting	October 30, 2017 & 2018	GRCA - Daniel Boughter	N/A

** If the use of chainsaws and motorboats is restricted by GRCA then the budget and scope of work will be revised to conform with these constraints. A revised budget, and or scope of work will be developed with consent from GRCA and the Arb.

** GRCA shall provide plant material needed for completion of the project (approximately 50 Goodding's willow seedlings).

** Neither soil collection nor analysis shall be required as part of this agreement

Deliverables and other Reporting Requirements

Annual Accomplishment Report

The Arb will submit a one paragraph (300-word) abstract of the work completed by September 30th of each year of the funded project. They will also complete an Annual Accomplishment Report and submit a Completion Report by Sept. 30, 2018. The Completion Report will have the financial information broken into the object classes specified by GRCA.

Final Accomplishment Report

Grand Canyon staff will submit a one paragraph (300-word) abstract of the overall work completed during the entire project into PMIS by October 30th, 2018. They will enter the Final Accomplishment Report into the "Completion Report" module in PMIS. That report will have the financial information broken into the object classes specified in PMIS.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on July 18, 2017 and extend through December 31, 2020.

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:**

Agreement Technical Representative:

Ronda Newton
Research Coordinator
Grand Canyon National Park
1824 S. Thomas St.
Flagstaff, AZ, 86001
928-638-7447
Ronda_newton@nps.gov

Technical Expert:

Dan Boughter
Biologist
National Park Service
Science and Resources Management
Grand Canyon, AZ, 86023-0129
928-638-7857
Dan_boughter@nps.gov

Awarding Officer:

Kelly Adams
Financial Assistance Officer
National Park Service
Intermountain Region
12795 W. Alameda Parkway
Lakewood, CO 80228
Phone: 303-969-2303
Fax: 303-969-2786
Email: Kelly_adams@nps.gov

CPCESU Research Coordinator:

Todd Chaudhry, Ph.D.
Research Coordinator
Colorado Plateau Cooperative Ecosystem Studies Unit
National Park Service
Northern Arizona University
PO Box 15018
Flagstaff, AZ 86011
Phone: 928-523-6638

Email: todd_chaudhry@nps.gov

2. **For Recipient (The Arb):**

Principal Investigator:

Kristin E. Haskins, Ph.D.
Director of Research
The Arboretum at Flagstaff
4001 S. Woody Mountain Rd.
Flagstaff, AZ 86005
Fax: 928-774-1441
Email: Kristin.Haskins@thearb.org

Technical Expert:

Gayle Nance
Greenhouse Production Manager/Horticulturist
The Arboretum at Flagstaff
4001 S. Woody Mountain Rd.
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Administrative Contact:

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Office Manager
The Arboretum at Flagstaff
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- B. **Communications** – Recipient will address any communication regarding this Agreement to the Awarding Officer with a copy also sent to the ATR. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the ATR
- C. **Changes in Key Officials** – Neither the NPS nor Recipient 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 a

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. Financial Assistance: NPS will provide funding to Recipient in an amount not to exceed \$76,561 for the work described in Article III and in accordance with the approved budget (Attachment A). Any award beyond the current fiscal year is subject to availability of funds.
- B. Recipient shall request payment in accordance with the following:
 - 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's ASAP system.
 - 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the FA Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 - 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 - 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 - 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the U.S Treasury ASAP system by the FA Recipient.
 - 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior Agency (NPS) approval of payments may be required when/if a FA Recipient is determined to be "high risk" or

has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Awarding Officer identified on the Assistance Agreement that a payment request has been submitted. The NPS Awarding Officer may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

ARTICLE VII – REPORTS AND/OR DELIVERABLES

- A. Specific projects or activities within this agreement will be tracked and reported by annual submission of a SF-425 Federal Financial Report (FFR) and annual submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. For final the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS Awarding Officer with a copy to the NPS Agreements Technical Representative via email. Financial reports & Performance reports shall be submitted quarterly.
- B. An electronic version of the final report and separate abstract suitable for public distribution will be submitted by the Recipient to the ATR. The ATR will send the final report electronically to NPS's Technical Information Center and carbon-copy the CESU Research Coordinator. Please send Catherine Kisluk at Technical Information Center (TIC) one hard copy and one digital copy of the final report and abstract. Mail the hard copy to: NPS Technical Information Center (TIC) 12795 West Alameda Parkway, Lakewood, Colorado 80228 Attn: Catherine Kisluk and email the digital version to catherine_kisluk@nps.gov including a cc to todd_chaudhry@nps.gov and cpcesu@nau.edu.

If the report does not contain sensitive material, the Research Coordinator will send it to the host university for posting on the CESU website. If it does contain sensitive material, then a brief abstract must be supplied that will be posted on the CESU website.

ARTICLE VIII – MODIFICATION AND TERMINATION

This Task Agreement may be modified at any time, prior to the expiration date, by the mutual concurrence of the Recipient and the NPS. Modifications will be in writing, approved and signed by the NPS Awarding Officer and the Recipient's signatory official.

ARTICLE IX – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- a) **Administrative Requirements:**

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;

- b) **Determination of Allowable Costs:**

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

- c) **Audit Requirements:**

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

2. **Minimum Wages Under Executive Order 13658 (January 2015)**

(a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by [Executive Order 13658](#), and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 C.F.R. § 541](#),

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order Minimum Wage rate.

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.20 per hour beginning January 1, 2017.

(2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3)(i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.

(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under

clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(7) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 C.F.R. § 10.23](#), Deductions.

(8) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(9) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(10) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(11) The Recipient shall follow the policies and procedures in [29 C.F.R. § 10.24](#)(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. § 213](#)(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(a).

(B) Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. § 213](#)(a)(1) and [29 C.F.R. § part 541](#)).

(d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of [29 C.F.R. § 10.26](#) and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in [29 C.F.R. § 10.51](#), Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at [29 C.F.R. § 10](#). Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

(k) *Subawards*. The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

ARTICLE X – ATTACHMENTS

The following documents are attached and made a part of this Task Agreement:

- A. Detailed Budget
- B. ATR Designation Letter


ARTICLE XI – SIGNATURES

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

FOR RECIPIENT

_____ Name Lynne Nemeth	_____ Date
Title Executive Director, Transition Zone Horticultural Institute, Inc. dba The Arboretum at Flagstaff	

FOR THE NATIONAL PARK SERVICE

 _____ Kelly Adams Awarding Officer	_____ 17 July 2017 Date
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