

Task Agreement Number P17AC01149
Under
Master Cooperative Agreement P17AC01147
Between
The United States Department of the Interior
National Park Service
And
Colorado Mesa University
DUNS No: 075759837
1100 North Ave.
Grand Junction, CO 81501

CFDA: 15.945

Project Title: Behind the Scenes with Underserved Teens - Digital Media Film Camp at Colorado National Monument

Park Unit: Colorado National Monument

PI: Gregory Mikolai, gmikolai@coloradomesa.edu, 970-248-1539

ATR: Danguole Bockus, danguole_bockus@nps.gov, 970-249-1914

Amount of Federal Funds Obligated: \$10,234

Amount of In-Kind Cost Share: \$2,400

Total Amount of Task Agreement Award: \$12,634

Funding source: PMIS 196317

Period of Performance: July 20, 2017 – July 14, 2018

Student Involvement: Yes

Sensitive Information: No

ARTICLE I – BACKGROUND AND OBJECTIVES

Cooperative Agreement Number P17AC01147 was entered into by and between the Department of the Interior, National Park Service, (NPS), and Colorado Mesa University (hereafter referred to as ‘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.

Project Title: Behind the Scenes with Underserved Teens - Digital Media Film Camp at Colorado National Monument

Project Description: Colorado Mesa University (CMU) will bring 20 underserved students from local high schools to Colorado National Monument (COLM) for a one-week intensive multimedia film creation experience. The goal of the program is to empower local youth to create nature films and photo essays that educate and inspire interest in and help connect their peers to national park service sites. Partnerships with the local school district and CMU will allow this project to connect professional filmmakers, National Park Service (NPS) staff, and local high school students, allowing

COLM to reach new audiences, and introduce them to employment and educational opportunities in the public service. The project will also help CMU garner local interest and support for its Department of Mass Communications and introduce underserved students to the benefits of attending college.

The 20 student participants will present their projects at a film festival at CMU and potentially in their fall classrooms to reach over 300 students. Film showings at the park's visitor center will reach up to 1,000 visitors. An additional 11,000 visitors will be reached through the park's website and social media platforms (Facebook and YouTube), providing new fully-accessible programming for physically disabled visitors.

Colorado National Monument will be substantially involved in this agreement by providing the education technician and interpretive rangers to work with the high school students while they are filming, providing campground sites for the students to camp in overnight, by providing chaperones during camping activities and by presenting the student films in its Visitor Center auditorium.

ARTICLE II – LEGAL AUTHORITY

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

ARTICLE III – STATEMENT OF WORK

A. Colorado Mesa University (CMU) will bring 20 underserved students from local high schools to Colorado National Monument (COLM) for a one-week intensive multimedia film creation experience. The goal of the program is to empower local youth to create nature films and photo essays that educate and inspire interest in and help connect their peers to national parks. Partnerships with the local school district and CMU will allow this project to connect professional filmmakers, National Park Service (NPS) staff, and local high school students, allowing COLM to reach new audiences, and introduce them to employment and educational opportunities in national parks. The project will also help CMU garner local interest and support for its Department of Mass Communications and introduce underserved students to the benefits of attending college. The \$10,234 in funding will provide film equipment, student transportation to the park, staff time to prepare and facilitate the week-long camp, and an honorarium for a Colorado Mesa University film instructor and three student aids. This project will be completed by July 16, 2018.

The high school students will spend mornings in the monument learning about the resources of the monument and filming. The afternoons will be spent at the university learning to edit their films for their projects. Wednesday evening will be camping overnight at the Saddlehorn Campground (COLM). This will allow the students the

opportunity to experience different lighting conditions (sunset and sunrise) as well as learning about taking still photographs at night.

The 20 student participants will present their projects at a film festival at CMU and potentially in their fall classrooms to reach over 300 students. Film showings at the park's visitor center will reach up to 1,000 visitors. An additional 11,000 visitors will be reached through the park's website and social media platforms (Facebook and YouTube), providing new fully-accessible programming for physically disabled visitors.

Colorado National Monument will be substantially involved in this agreement by providing interpretive rangers to work with the high school students while they are filming, providing campground sites for the students to camp in overnight, by providing chaperones during camping activities and by presenting the student films in its Visitor Center auditorium.

This program will serve a diverse audience of high school students that rarely engage with the park. The students will learn technical skills and share their enthusiasm for public trust resources with their peers and visitors. This project will help the park advance the NPS education mission to new underserved audiences and meet the Call to Actions #10 Arts Afire, #16 Live and Learn, #17 Go Digital, #18 Ticket to Ride. This innovative program will help COLM engage new audiences to develop a local community of park stewards and supporters through meaningful learning opportunities.

B. Project schedule and products:

Week of July 2 – Park Staff and Greg Mikoli will meet to finalize camp schedule

Week of July 31-Aug 4 – Film Camp – Students will be transported up to the monument by university vans each day. They will overnight in Saddlehorn Campground on Aug 2

Aug 4 or 5 – Film Festival at CMU

Week of Aug 7 – Park Staff post on films on website, FaceBook and YouTube.

C. Recipient agrees to:

Enlist high school applicants from the local community.

Provide cameras and editing equipment.

Provide transportation for students to Colorado National Monument.

Provide lunches each day and the food for one breakfast and dinner while camping at the monument.

Provide instruction in the art and mechanics of filming.

D. NPS agrees to:

Provide interpretive rangers to work with the students sharing information about the park resources and interpretive techniques.

Provide campground sites for the students to camp in overnight.

Provide chaperones during camping activities.

Present the student films in its Visitor Center auditorium.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on July 20, 2017 and extend through July 14, 2018.

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:

Danguole Bockus
Ecologist
National Park Service
Black Canyon of the Gunnison NP/Curecanti NRA
102 Elk Creek
Gunnison, CO 81230
970-249-1914 X432
Danguole_bockus@nps.gov

Technical Expert:

Arlene Jackson
Chief of Interpretation
National Park Service
Colorado National Monument
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Fax: 970-858-0372
Email: arlene_jackson@nps.gov

Christy Parry
Administrative Officer
National Park Service
Colorado National Monument
1750 Rim Rock Drive
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Phone: 970-858-3617 x304
Fax: 970-858-0372
Email: christy_parry@nps.gov

Awarding Officer:

Katie Gaertner
Grants Management Specialist
National Park Service
Intermountain Region
12795 W. Alameda Parkway
Lakewood, CO 80228
Phone: (303) 969-2909
Email: katie_gaertner@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:**

Principal Investigator:

Gregory Mikolai
Colorado Mesa University Instructor
Colorado Mesa University
Department of Mass Communications
Escalante Hall 111
Grand Junction CO 81501-3122
Phone: 970 248-1539
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Administrative Contact:

Tracy Mundy
Grants Specialist
Colorado Mesa University

Office of Sponsored Programs
1100 North Avenue
Grand Junction, CO 81502-3122
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tmundy@coloradomesa.edu

Signatory for CMU:
Timothy E. Foster
President
Colorado Mesa University
1100 North Avenue
Grand Junction CO 81501-3122
Phone: 970 248-1498
Email: tfoster@coloradomesa.edu

- 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 \$10,234 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.
7. **Pre-Award Costs.** The recipient is authorized to incur pre-award costs up to 90 days before the period of performance start date in accordance with 2 CFR 200.458.

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 at fa-imr@nps.gov with a copy to the NPS Agreements Technical Representative via email.

- 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 Memo

ARTICLE XI – SIGNATURES

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

FOR RECIPIENT

Name
Title

Date

FOR THE NATIONAL PARK SERVICE

Katie Gaertner

Katie Gaertner
Awarding Officer

7/20/2017

Date