

**Task Agreement Number P15AC01617 / CSUCP-153**

Under

Cooperative Agreement P14AC00921

Between

The United States Department of the Interior

National Park Service

And

Colorado State University

DUNS No: 785979618

Fort Collins, CO

80523 USA

---

**CFDA:** 15.945

**Project Title: Resource Assessment, Restoration, and Erosion Control  
at Navajo National Monument**

**Park Unit:** Navajo National Monument and Southwest Exotic Plant Management Team  
(SWEPMT), Intermountain Region

**PI** *David Cooper*, Colorado State University, Department of Forest & Rangeland  
Stewardship and Graduate Degree Program in Ecology, Colorado State University  
Fort Collins, CO 80523 USA, Office: Natural Resources Building, Room 214  
Phone: 970-491-5430, email: [David.Cooper@colostate.edu](mailto:David.Cooper@colostate.edu),  
home page: [warnercnr.colostate.edu/~djcooper](http://warnercnr.colostate.edu/~djcooper)

**ATR:** *Charles Schelz*, SW EPMT Liaison / Ecologist, 12661 E Broadway Blvd, Tucson,  
AZ 85748, (520) 400-1011, (520) (cell) 731-3420 (fax), [Charles\\_schelz@nps.gov](mailto:Charles_schelz@nps.gov)

**Amount of Federal Funds Obligated:** \$95,000

**Total Amount of Task Agreement Award:** \$95,000

**Funding Source:** NAVA \$95,000

**Period of Performance:** August 30, 2015 to September 30, 2018

**Student Involvement:** Yes

**Sensitive Information:** No

**ARTICLE I – BACKGROUND AND OBJECTIVES**

Cooperative Agreement Number P14AC00921 was entered into by and between the Department of the Interior, National Park Service, (NPS), and Colorado State University (CSU) (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.

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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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:*     **Resource Assessment, Restoration, and Erosion Control  
at Navajo National Monument****

***Project Description:***

Time and erosion have caused portions of the embankment to collapse and erode away before the profoundly significant and breathtakingly beautiful Keet Seel / Kawestima and Inscription House cliff dwellings at Navajo National Monument (NAVA). Building erosion control structures and replanting native vegetation in stabilization efforts would ensure the preservation of these areas. This is one of the highest priorities in the monument and a significant park management concern, this area is highly sensitive, culturally and biologically.

Such efforts would only be taken following close Tribal consultation by the park, in addition to working carefully with the NPS Southern Four Corners group of parks cultural resources division, and ensuring meticulous compliance regarding historic preservation.

Toward this, the park is seeking assistance from the Southwest Exotic Plant Management Team (SWEPMT) and Colorado State University in obtaining the support of a combined Tribal, youth conservation, and Southwest Exotic Plant Management Team crew which would receive cultural guidance through the consultation process.

This project would attempt to enlist the efforts of local youth, volunteers, conservation groups, professionals, and Tribal consultants to create a safer and more sustainable resource, to preserve these ancient and culturally significant structures, and encourage greater understanding among participants.

This Cooperative Agreement is for the planning and execution of a resource assessment, a restoration plan, and erosion control at specified sites within Navajo National Monument. The recipient will work with the NPS to develop workable plans for building erosion control structures on approximately 3-5 acres within Navajo National Monument. The primary concern is that the erosion will reach nearby ancient ruins and eventually destroy their integrity. This agreement is for a resource assessment, an overall restoration and

erosion control plan, building erosion control structures, and possible research within the primary areas of concern.

This agreement will also involve the elimination of exotic species, and the growing and planting of native grasses, shrubs, and trees in order to not only prevent further erosion, but also to provide the monument with a healthy and fully functioning native riparian and upland ecosystems around the project areas.

Colorado State University will provide graduate students and work with the NPS (Park staff and the SWEPM T) to help with the resource assessment, planning, and implementation of this project. They will also provide opportunities for local youth and other conservation groups to assist with the implementation and monitoring of progress. The NPS and Colorado State University will work together to form alliances with local tribes, in particular the Navajo and Hopi, to train and work on all stages of this project. This will afford needed work experience and training of local youth in the latest technologies and general techniques of resource assessment, erosion control, and native vegetation restoration. Collectively, these elements will meet the public purpose of this project.

## **ARTICLE II – LEGAL AUTHORITY**

54 U.S.C. §101702(a) Cooperative Agreements, Transfer of Services Appropriate Funds  
54 U.S.C. §101702(b) Cooperative Agreements, Cooperative Research and Training Programs  
54 U.S.C. §100703 Cooperative Study Units

## **ARTICLE III – STATEMENT OF WORK**

- A. **Statement of work:** The NPS and Colorado State University (CSU) will work together to write a resource assessment and a “Restoration and Erosion Control Plan” for Navajo National Monument as described above. They will collaborate on various projects and tasks outlined below and determine the most expedient way of accomplishing the tasks. In some cases CSU will subcontract some of the work to other organizations or they will do the work themselves. In all cases, all parties will plan and work together on these projects. Colorado State University will provide a field crew, either through the university, through local youth and volunteer groups, through the SWEPM T, or through hiring a youth conservation corps crew, that will undertake many aspects of the actual restoration field work at the specific project sites in Navajo National Monument. The SWEPM T can provide crews for herbicide training and application if deemed necessary. Primary duties of CSU will be the resource assessment, the planning of projects, and the preparation of the sites for effective erosion control and restoration. They will analyze research needs, and I design and implement effectiveness monitoring

protocols. The SWEPMT will work with CSU on all aspects and be responsible for the elimination of exotic invasive plants, the collection of local native seed, and the propagation of native plants for restoration projects, and they will participate in the planning and execution of specific project restoration. The crews will be comprised of students, researchers, and employees from the local area or from regional conservation groups. CSU will also help with the recruitment of local volunteer and conservation groups to participate in the projects.

- B. **Project schedule and products:** The NPS SWEPMT and Navajo National Monument will work closely with CSU and partners to plan and perform the following tasks. Dates are approximate and might be adjusted at the initial meeting of cooperators or during the season as the project progresses.

**FY 2016: Tasks A-D: Initial meeting, Permitting, Site Assessment, Restoration and Erosion Control Plan development.**

**FY 2017: Tasks E-G: Finalize Restoration and Erosion Control Plan, seed collection and plant propagation, exotic plant removal, Restoration and Erosion Control implementation.**

**FY 2018: Tasks H-I: Post-implementation monitoring, final reporting.**

**TASKS:**

**Task A: Initial Meeting of Cooperators (November 2015):** CSU and their representatives, and NPS SWEPMT Team and Navajo National Monument staff will meet in order to discuss resource assessment protocols, data availability, proposed equipment and methods, and timelines associated with the different phases and products of this project. A field trip to the project sites may be scheduled and or arranged. Each project will have varying goals and safety issues. These will be clarified before the crew heads out into the field and during the first day of field work at any site. The SWEPMT will develop Operations and Safety Plans for each project. All expectations and partnerships will be clarified and documented.

**Task B: Complete NPS Permitting and Compliance Process (Sept 2015 - March 2016):** All activities will only proceed after completion of close Tribal consultation by the park, in addition to working carefully with the NPS Southern Four Corners group of parks cultural resources division, and ensuring meticulous compliance efforts regarding historic preservation.

CSU and/or their representative, and the NPS will acquire any required NPS Permits for any field-based data collection, seed collection, and restoration work at the various sites. The NPS will use the information in the permit application to meet environmental regulatory compliance review and consultation requirements. If herbicides will be used in a project then CSU and/or their representative, or the

SWEPMT will always have at least one crew leader on site who will possess the appropriate state or federal pesticide handling license.

**Task C: Site Assessment (March-May 2016):** CSU will install long-term monitoring sites and reference sites within the project area, in order to understand the current condition of soils and vegetation within degraded areas and in nearby unimpacted areas. CSU will also map areas of erosion and gully incision, and locations of exotic plants, within the project area. CSU will analyze these data to identify specific needs for soil and vegetation restoration, exotic plant removal, and erosion control structures to be included in the Resource Assessment and Restoration Plan. These long-term monitoring sites will also be used to evaluate the effectiveness of restoration and erosion control activities after implementation.

**Task D: Navajo National Monument Resource Assessment and Restoration Plan development (December 2015 – Sept. 2016):** CSU will work with the NPS (SW EPMT and NAVA staff) to write a resource assessment and restoration plan for the 3-5+ acre project areas around the Keet Seel Ruins and Inscription House ruins. This plan, the Navajo Monument Restoration and Erosion Control Plan, will be almost complete by September 30, 2016 and offer alternative treatment and restoration methods that represent varying degrees of effective restoration and erosion control techniques, and provide criteria for evaluating project success. It will also make any research need recommendations.

The final document that is due in September, 2018 will include the complete plan and a description of the restoration work with analyses and monitoring data. Varying treatments that the park can choose are necessary due to the high sensitivity of this site to the disturbance of invaluable cultural artifacts, and due to the difficulty of accessing the site. Disturbance must be kept to a minimum. Soil health is of utmost importance in restoration and weed management, and research may be recommended, or soil inoculation methods tried in order to bring the soil back to a healthy balance.

CSU and/or their representative will consult with NPS (SWEPMT Liaison and park staff) to plan logistics of invasive plant control and restoration work at the 3-5+ acre NAVA project areas. CSU and/or their representative crew will also coordinate exotic plant control efforts in areas throughout the project area. The crew will assist with seed collection, prepping the soil and site for restoration work, and setting up erosion control structures. The crew will also participate in revegetation through transplanting and seeding activities.

**Task E: Plan for Educational Experiences and Provide Interpretive material to the Park for Sharing with the Public:** The SWEPMT, the park interpretive staff, and CSU will provide training to field crews on cultural value of each site and the restoration projects. Emphasis will be on restoration techniques and the

importance of functioning riparian and upland ecosystems. All parties will work together to provide resource and research briefs on the work at each site. These will be targeted to the general public and may be used as stand-alone documents or as background material for the Interpretation Program at Navajo NM. CSU will publish any findings or research results if publishable information is developed during the project.

**Task F: Collect Native Seed in and around NAVA for future restoration**

**(Sept. 2015 – June 2017):** CSU will work closely with the SWEPMT and local park staff to collect native seed for propagation and planting in the prioritized restoration projects in the parks. The SWEPMT can provide for the propagation of native species at one of its plant materials centers.

**Task G: Grow Seed and Plant Cuttings in Greenhouses (Nov 2015 – Oct 2017):**

Grow from available seed and cuttings various native species in regional greenhouses within the region. The SWEPMT has agreements with a number of facilities that can perform this function. One site contains extensive fields and greenhouses and is located at the Santa Ana Pueblo south of Santa Fe. This is a great opportunity to get local tribes involved. Plant Propagation, whether through seed or cuttings, will commence almost immediately, the fall of 2015, in our partner greenhouses and fields. Some plants can be available by the spring of 2016. The facilities at Borderlands Restoration in southern Arizona, NRCS Plant Propagation Center in Las Lunas, New Mexico, and at the Santa Ana Pueblo in New Mexico will be used unless other sites are available.

**Task H: Remove exotic plants, install plantings and erosion control**

**structures, experimentally test restoration techniques (Oct. 2016-May 2017):**

CSU will work closely with the SWEPMT and NPS staff to remove existing exotic plants from the project area, prior to any other ground disturbing activities. CSU will supervise volunteer and student crews to implement erosion control measures, planting and seeding, and install grade control structures. Follow-up exotic plant removal may be necessary.

CSU will experimentally test soil treatment and revegetation techniques, as outlined by research needs identified during Task D. For example, plots within the project area may receive differing soil inoculation treatments, planting/seeding densities, or herbivore protection, in order to identify techniques that maximize vegetation cover and minimize subsequent erosion. CSU will also install sensors to monitor rainfall, soil moisture, and any runoff within the project area.

**Task I: Post-implementation monitoring and project evaluation (Nov 2016-**

**June 2018):** CSU will monitor the stability and condition of soils and grade control structures, as well as plant growth and survival, in the project area for one

year. Plant species mix will be recorded along with a cover class estimate. Extensive photo points will also be established.

Post monitoring will be established by both CSU and the SWEPMPT and follow-up monitoring will be the responsibility of the NPS. Scope of activities will include a set of at least 15 photopoints at each of the two sites. It will also include at each of the two sites a minimum of five transects per site that will use a point-intercept and plot based protocol to determine species richness, frequency, and estimated percent cover by species. These will be used to follow vegetation trends at the restoration sites. Also channel cross-sections will be measured at the erosion control sites and tied into a nearby permanent feature so that re-measurement and erosion trends can be followed over time.

**Task J: Prepare and Submit Progress, Draft Final Report, and Final Report and Other Identified Products (January 2016 – Sept. 2018):** Edit the draft final report in consideration of NPS review comments, and submit a Final Report and all associated databases, photos, and products to NPS. The Final Report will include an evaluation of the soil treatment and revegetation techniques that were tested, to facilitate future restoration activities within the region.

### ***Reports***

**1. First Progress reports:** Due on February 20, 2016. Will include a plan for the remainder of the agreement and outlines of the resource assessment, restoration, and erosion control plans. The outlines and sections of the Navajo Monument Resource Assessment and Restoration Plan will by this time be virtually complete, with the rest of the agreement time devoted to field implementation and documentation. The progress reports will also include detailed description of the work performed to this date, including maps, photographs, and associated databases in MS Access. NPS will work with the cooperator regarding formatting and information needs. Report will be standard format with Introduction, Methods, Results, Discussion, and Recommendation Sections. It is expected that the Introduction and Methods sections will be completed by this date.

**2. Second Progress reports:** Due on February 20, 2017. Will include the Introduction, Methods, and some Results, Discussion, and Recommendations for the projects at this point in time. Thus there will be significant portions completed of the Resource Assessment and Restoration Plan. The Restoration Plan will by this time be virtually complete with the rest of the agreement time devoted to field implementation. Information on each project will include a detailed description of the work performed to this date, including maps, photographs, and associated databases in MS Access. NPS will work with the cooperator regarding formatting and information needs. Discussion and Recommendations sections for the next

year of work will be included. Report will be standard format with Introduction, Methods, Results, Discussion, and Recommendation Sections.

**3. DRAFT Final Plans and results:** Due June 20, 2018. The DRAFT Final Plans for 2015-17 work will be due: with complete description of what was accomplished in 2015 through April 2017. Final Plans will be an extension and completion of the Progress Reports and will include not only the plan but a description of field work and restoration activities completed with monitoring and analyses.

**4. Final Plans and results:** Due September 30, 2018. With a complete description of the projects from start to finish and recommendations for future monitoring and maintenance of each project area. Final plans must include databases that have been developed as a result of this work. All databases must be in MS Access.

C. **Recipient agrees to:**

- Work with the SW EPMT and park representatives to write a restoration and erosion control plan for Navajo national Monument.
- Work with the SW EPMT to provide a specialized work crew of 6-8 youth, or students, or local workers, including crew leader and assistant crew leader, to work with the control of invasive plants and all aspects of native habitat restoration, and learn about invasive plants and the problems they present to NPS and other government agencies.
- Provide most equipment needed to perform tasks in the field.
- Work with the NPS to design and plan a resource assessment and restoration project at NAVA.
- Work with the NPS to prepare site and install plants in restoration area at NAVA.
- Provide a consultant who will help in the planning and execution of various restoration projects.
- Work with the NPS to educate the public, park staff, and crews in the importance of restoration and restoration techniques.
- Work with the NPS to get the public involved through volunteerism and employment in the various projects outlined in this agreement.
- Work with the NPS to provide a representative that will present educational modules on the impacts of invasive plants on our parks and refuges.
- Take the lead to work with the NPS and other cooperators to write a Progress Report and Final Reports on work accomplished.

**D. NPS agrees to:**

- Provide logistical and planning support for all projects.
- Plan projects in consultation with Colorado State University representative.
- Provide a representative who will present educational modules to crews and park staff on the impacts of invasive plants on our parks and refuges.
- Provide some equipment, logistical, and technical support for the projects. This may include herbicide, tools, power tools, etc. It may also include training of specific safety and equipment use techniques and transportation by mule of tools and materials needed in wilderness locations.
- Provide tools when there is an unforeseen shortage or if needed for planned work.
- Provide all technical advice, direction, and recommendations for the completion of projects.
- Will acquire any permits or keys needed in order to access project areas.
- Will assist in arranging camping accommodations for the crews.
- Will provide detailed Operations and Safety Plans for every project.

**ARTICLE IV – TERM OF AGREEMENT**

This Task Agreement will become effective on August 30, 2015 and extend through Sept 30, 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:*

***Charles Schelz***

SW EPMT Liaison / Ecologist  
12661 E Broadway Blvd, Tucson  
AZ 85748  
(520) 400-1011, (cell)  
(520) 731-3420 (fax)  
Charles\_schelz@nps.gov

*Technical Expert:*

***Charles Schelz***

SW EPMT Liaison / Ecologist  
12661 E Broadway Blvd, Tucson  
AZ 85748  
(520) 400-1011, (cell)  
(520) 731-3420 (fax)  
Charles\_schelz@nps.gov

*Navajo National Monument Contact:*

***Alden Miller***

Superintendent  
Navajo National Monument  
PO Box 7717  
End of AZ HWY 564  
Shonto, AZ 86054-7717  
928.672.2710  
alden\_miller@nps.gov

*Awarding Officer:*

***Todd Wilson***

Financial Assistance Officer  
National Park Service  
Intermountain Region  
12795 W. Alameda Parkway

Lakewood, CO 80228  
Phone: 303-969-6767  
Fax: 303-969-2786  
Email: Todd\_wilson@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:***

***David J. Cooper***

Department of Forest & Rangeland Stewardship and  
Graduate Degree Program in Ecology  
Colorado State University  
Fort Collins, CO 80523 USA  
Office: Natural Resources Building, Room 214  
Phone: 970-491-5430  
email: [David.Cooper@colostate.edu](mailto:David.Cooper@colostate.edu)  
home page: [warnercnr.colostate.edu/~djcooper](http://warnercnr.colostate.edu/~djcooper) Administrative Contact:

***Budget and Administration:***

***Julie Orwick***

Budget Analyst  
Department of Forest & Rangeland Stewardship and  
Graduate Degree Program in Ecology  
Colorado State University  
Fort Collins, CO 80523 USA  
Office: Natural Resources Building, Room 214  
Phone: 970-491-5430  
[Julie.Orwick@colostate.edu](mailto:Julie.Orwick@colostate.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 \$95,000 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 quarterly submission of a SF-425 Federal Financial Report (FFR) and quarterly 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.
- 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](mailto:catherine_kisluk@nps.gov) and cc the CESU Research Coordinator.

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 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.*

**ARTICLE X – 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 \$10.10 per hour beginning January 1, 2015.

(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](http://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](http://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 XI – 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  
Title

---

Date

**FOR THE NATIONAL PARK SERVICE**

---

Todd Wilson  
Awarding Officer

9/1/15

---

Date