

Task Agreement Number P15AC00833
Under
Cooperative Agreement P14AC00921
Between
The United States Department of the Interior
National Park Service
And
Northern Arizona University
DUNS No80634542
Address
City/State/Zip

CFDA: 15.945

Project Title: Natural Resource Condition Assessment for Petrified Forest National Park

Park Unit: Petrified Forest National Park

PI: J. Judson Wynne, jut.wynne@nau.edu, 928.863.8628

ATR: Donna Shorrock, donna_shorrock@nps.gov, 303-969-2585

Amount of Federal Funds Obligated: \$49,967

Total Amount of Task Agreement Award: \$49,967

Funding source: ONPS

Period of Performance: July 1, 2015 – December 30, 2017

Student Involvement: No

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 Northern Arizona University (NAU) (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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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: Natural Resource Condition Assessment for Petrified Forest National Park

Project Description: The NPS is implementing a natural resource condition assessment (NRCA) for Petrified Forest National Park (PEFO). This agreement describes the scope and tasks associated with preparing an NRCA for PEFO. The NRCA will be developed collaboratively between NPS and NAU. The NRCA will focus on a subset of important park natural resources and resource management topics. The assessment will evaluate and report on current conditions, critical data and knowledge gaps, and describe resource threats and stressors of concern to PEFO resource managers.

The project is a snapshot-in-time evaluation of resource condition for the most important subset of park resources. Project scope is comprehensive in that a wide range of biotic, abiotic, landscape, and ecological resources and interactions will be considered, and that conditions will be evaluated for selected critical ecological components for PEFO. The goals are to develop information that assists PEFO managers in efforts to develop near-term management priorities, engage in watershed and landscape scale partnerships and education efforts, conduct park planning, and report program performance.

The project will compile and synthesize existing scientific information from multiple sources, and expert judgment from an interdisciplinary team of specialists, the project will assist NPS in defining specific park priorities. The project objectives include: characterize park biological and physical resource conditions at appropriate scales; define threat and stress factors and their relationship to identified resources; identify critical data gaps; and suggest data collection or resource investigations to address those gaps. Resource conditions, threats, and stressors will be evaluated and depicted spatially (to the extent possible) to facilitate use of project findings in a wide variety of park decision and planning processes, and for use in park reporting to the Department of Interior's Strategic Plan land health goals.

The public will benefit from this project with better understanding, insight, management awareness, and sustainability of the natural resources of PEFO. This project will also provide the public with useful information that will assist in their understanding of current resource conditions in this unit, as well as providing them with information they can use when partnering with the park in planning projects and developing resource and general management plans. The final NRCA report will be posted to the NRCA website, which is publicly available (at <http://www.nature.nps.gov/water/nrca/reports.cfm>). The final NRCA report and supporting GIS data will also be uploaded to the Integration of Resource Management Applications (IRMA) Data Store site, another site accessible to the public where NPS documents and datasets are stored (<https://irma.nps.gov/App/Portal/Home>).

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

The primary objective is to conduct a collaborative natural resources assessment of PEFO. This project will assess the natural resource conditions of Petrified Forest National Park (PEFO). NAU personnel will work with PEFO resource management staff to assess and identify specific park-based resource priorities and needs. We will synthesize, examine and report on the conditions of priority natural resources at PEFO. Following national NRCA guidelines and standards, we will employ a hierarchical indicator framework, identify and/or develop reference conditions for each ecosystem examined so that future comparisons may be drawn (i.e., to detect changes), use geospatial data to assist with these interpretations when possible, and summarize the key findings. We will conduct this work in close consultation and collaboration with park staff to insure our assessments maximize PEFO's ability to make the best possible management decisions. Specifically, we will: (1) conduct on site scoping meeting with key management personnel to identify the core information needs of the park; (2) work closely with park staff to insure their resource and data needs are being addressed; (3) identify and delineate TE&S species habitats, if applicable and identified as a high priority by park staff; (4) conduct condition assessments of priority natural resources; (5) identify gaps in available information and geospatial data; and, (6) identify current factors both within parks and adjacent to park boundaries that may be negatively impacting park resources. Through this, we will define resource conditions, threats, and stressors for PEFO. These factors will be evaluated and depicted spatially (to the extent possible) to facilitate the use of project findings in a variety of park decision and planning processes, as well as for use in park reporting to the Department of Interior's Strategic Plan land health goals.

Objectives: Specifically, NAU personnel and NPS staff will: characterize park biological and physical resource conditions at appropriate scales; define threat and stress factors and their relationship to identified resources; identify critical data gaps; and suggest data collection or resource investigations to address those gaps.

Project Execution: The project will be conducted in three phases. This Task Agreement supports Phase I and Phase II (**Table 1**). Phase III funding will be awarded by NPS in FY2016, subject to availability of NRCA program funds.

Phase I: NAU, PEFO, Southern Colorado Plateau Network (SCPN) and Intermountain Region (IMR) personnel will conduct a project scoping workshop at park headquarters. Topics to be discussed include: (i) the evaluation and ranking of management issues faced by park managers; (ii) the identification of existing sources of scientific data and information useful for evaluating resource condition status, threats and stressors on natural resources; (iii) collaboratively develop criteria for evaluating scientific soundness and efficacy of these data and information for inclusion in NRCA; and, (iv) articulation of project goals, objectives, and expectations. NAU will then work with the PEFO and SCPN project team to develop a comprehensive list of natural resources of management concern, a list of both indicators for assessing the current conditions of said resources and potential future stressors, and identify the framework that will guide the compilation of existing data (raw and geospatial) and information, and the content of the natural resource condition assessment (NRCA).

Phase II: Based on Phase I results, NAU personnel will work closely with NPS staff (both park and regional GIS support personnel) to identify and compile existing sources of geospatial data and other information sources needed to complete the NRCA. Throughout this process, NAU and NPS will utilize a QA/QC process to critically evaluate data and information being considered for inclusion in the NRCA report for scientific credibility and utility to the project. In addition, NAU and NPS will capitalize on federal and state data clearinghouses and their personal knowledge of information sources, consultations with external experts, and literature reviews to locate and access relevant databases. NAU will synthesize the information and data to be used in the NRCA.

The assessments will utilize a standardized NPS framework modeled around ecological attributes at appropriate scales of analysis. Some analyses (e.g., threats/stressors, current conditions) will likely be conducted at broader watershed or landscape scales that encompass areas extending beyond the parks' boundaries in order to establish context for park resources. The purpose of the assessments is to understand and report on the condition of resources for park-managed ecological components, not to reach judgments or report on conditions for areas outside park boundaries.

The primary audiences for the assessment include the public and the NPS superintendent and resource managers at the park. NPS managers are expected to use assessment findings as information inputs for, among other things:

- Park efforts to communicate and partner with other stakeholders, in order to address watershed or landscape-scale resource management issues.
- State of the Park reports, which are documents intended for public audiences that summarize park status and trends in resource condition within four sections: Natural Resources, Cultural Resources, Visitor Experience, and Park Infrastructure.
- Near- and long-term strategic planning that identify high priority (i.e., relatively more significant or vulnerable) natural resources so that they may be maintained or restored and through interpretation opportunities, increase public awareness and understanding of issues facing and resources valued by the park ;

The final NRCA report will be posted to the NRCA website, which is publicly available (at <http://www.nature.nps.gov/water/nrca/reports.cfm>). The final NRCA report and supporting GIS data will also be uploaded to the Integration of Resource Management Applications (IRMA) Data Store site, another site accessible to the public where NPS documents and datasets are stored (<https://irma.nps.gov/App/Portal/Home>).

Table 1. Tasks and Milestones for Phase I and II, PEFO NRCA.

Tasks & Milestones	Completion Date
Phase I: Project Scoping and NRCA Framework Development	Sept. 01 – Feb. 28, 2015
Project initiation, scoping discussion, and workshop preparation	Sept. 01-14, 2015
Project scoping and NRCA framework development workshop (PEFO HQ)	Sept. 15-17, 2015
Draft of NRCA framework summary submitted to NPS	Dec. 01, 2015
NPS reviews and provides comments	Jan. 15, 2016
Final NRCA framework document submitted to NPS	Jan. 31, 2016
Phase II: Data and Information Synthesis/ Preparation	Feb. 01 – April 30, 2016
Index of available data and information for all natural resource subject areas included in NRCA submitted to NPS	May 01, 2016
NPS reviews and provides comments	May 31, 2016
Compilation of NRCA subject area elements complete; A draft Phase II data development summary will identify key datasets, sources of information, and a list of references used to support the analysis. Key gaps of data will also be documented.	June 30, 2016

A. Recipient agrees to:

1. Collaboratively undertake a project titled “Natural Resource Condition Assessment for Petrified Forest National Park” as described throughout this Task Agreement.
2. Appoint J. Judson Wynne as Principal Investigator (PI).
3. Designate staff and students to serve as project analysts.
4. Obtain park-specific research permits upon request from park staff. Permit applications can be completed via the internet at <http://science.nature.nps.gov/research>. While not generally necessary for research that does not include field studies, NAU is also responsible for obtaining any other applicable required permits from the state or the U.S. Fish and Wildlife Service.
5. Collaborate with NPS and other university cooperators to develop detailed project assessment plans as a product of Phase I scoping activities. This includes: identifying sources of information, defining (an) appropriate resource assessment structure(s), identifying appropriately scaled resources, issues, threats, and stressors, and identifying

- indicators for these resources. These plans will document key NPS staff and cooperators involved with each project stage, use of NPS equipment, field support, facilities, or other equipment/service directly supporting project implementation.
- a. Draft preliminary ecological framework from the Southern Colorado Plateau Inventory and Monitoring Network (SCPN) Vital Signs Monitoring Plan and other information provided by NPS.
 - b. Identify PEFO-specific information needs or management concerns.
 - c. Familiarize park managers and NPS project team members with the standard assessment process.
 - d. Define specific expectations and deliverables for PEFO.
 - e. Define critical or significant ecological components and the scales at which they function.
 - f. Define scope and initial understanding of ecological component indicators and stressors.
 - g. Define reference conditions for each ecological component.
 - h. Participate in scoping and other workshops as necessary.
6. Implement the Phase II data inventory and compilation in support of condition assessment for the identified resources. This will include:
 - a. Review park, SCPN, Regional, and NPS-wide data sources as well as other Federal, State, and private information sources for watershed, water quality, geomorphic, soil, land use, and ecological monitoring data and information.
 - b. Identify primary data and information sources (databases, web sites, and individuals) for use in the assessments.
 7. Conduct the natural resource condition assessments and report on the analysis findings in NPS compliant technical series documents.
 - a. Provide NPS all supporting data, including GIS geodatabases and FGDC-compliant metadata in digital format compatible with ESRI ArcGIS, documentation, reports, etc. from the project.
 - b. Meet NPS publication format guidelines and standards for the final project report (standards and guidelines are posted at: <http://www.nature.nps.gov/publications/NRPM/>).
 - c. The recipient and others associated with this project will not reveal any statutorily protected information (e.g., by the National Park Service Omnibus Management Act of 1998) regarding threatened or endangered (T&E) species locations in any published or unpublished material developed under this Task Agreement except with written permission from the NPS. T&E location information should not be retained past the time necessary to complete this project.
 8. Cooperate with the NPS Agreement Technical Representative (ATR) to ensure that the conduct of the project complies with the “NPS Interim Guidance Document Governing Code of Conduct, Peer Review, and Information Quality Correction for National Park Service Cultural and Natural Resources Disciplines,” and with any and all subsequent guidance issued by the NPS Director to replace this interim document. The ATR is the peer review manager for this project.
 9. Ensure that reports and other formal materials (including publications and presentations) resulting from this collaborative project acknowledge the NPS and that the project was conducted through the Colorado Plateau Cooperative Ecosystem Studies Unit, and reference this Task Agreement number.

10. Upon request of the NPS, obtain digital photographs with captions of project activities and make these available to the NPS Colorado Plateau CESU Research Coordinator and others for use in presentations and reports.

B. NPS agrees to:

1. Provide financial assistance to NAU as provided in Article V. The Budget, included as Attachment I, is incorporated in this Task Agreement.
2. Assign Donna Shorrock, NRCA Coordinator, as the ATR. The ATR will function as Project Manager to collaborate and coordinate the effort among the PI, the project Work Group, the NPS Intermountain Regional Office, the SCPN, and PEFO. The ATR will participate in project management decisions throughout the duration of the project, and serve as a liaison with NAU for questions regarding compliance with NPS resource management objectives and policies pertinent to the conduct of this project.
3. Participate in project development and planning, review interim and final products and participate in ecological assessments (e.g., at workshops, online conference, etc.).
4. Fully participate and collaborate with NAU to develop a detailed project scope of work. This will include: identifying sources of information, defining an appropriate resource assessment structure, identify appropriately scaled resources, issues, threats, and stressors, and identifying indicators for these resources. This plan will document key NPS staff involved with each project phase defined in the detailed scope of work, use of NPS equipment, vehicles, drivers, field support, facilities, or other equipment/service directly supporting project implementation.
5. Assign, as appropriate, other NPS staff to collaborate with NAU and to provide guidance, technical assistance, and logistical coordination as needed for site visits and discussions with the PI, analysts, and graduate student research assistants.
6. As needed, provide overview and orientation associated with all park visits including: briefings on safety procedures; introductions to park staff; and logistical support for field work operations, which include coordination with the park and making safety a priority.
7. Assist with safe undertaking of fieldwork within the park and have appropriate NPS staff accompany NAU workers when needed in the field.
8. Coordinate and collaborate with NAU during information/data collection and status assessment to ensure that the synthesis is consistent with the project goals. This may be accomplished as follows:
 - a. PEFO resource management staff, Inventory & Monitoring (I&M) Program staff, Intermountain Regional Office staff, or NPS WASO staff, will assure appropriate access to GIS data layers and information needed by the PI to conduct the synthesis and assessment, including available information on issues, concerns and potential threats to park water resources.
 - b. Participate in developing recommendations for additional studies to fulfill information needs and characterize conditions of park resources that have not been adequately documented.
 - c. Participate in the development and review of the interim and final reports and required level of synthesis for various resource and system information.
9. Provide NPS source data and information where available for the subject park units, including access to:
 - a. the IRMA database; and

- b. PEFO management plans or documents; PEFO I&M data; park databases, resource inventory data and reports; Vital Signs Monitoring reports or monitoring plans, and other relevant documents.
 - c. NPS will clearly identify sensitive or restricted access data or reports, so NAU can provide the appropriate controls for that information.
10. Notify NAU of statutorily protected information (e.g., by the National Park Service Omnibus Management Act of 1998) regarding threatened or endangered species locations that should not be released in any published or unpublished material developed under this Task Agreement, and provide written permission for any exceptions to this. NPS is then responsible for permanently archiving this protected information, as the recipient will not retain it past the life of the project.
 11. Review and comment on draft reports and all publishable material submitted from this project in a timely fashion. All geospatial information will be evaluated for completeness and documentation based on FGDC-compliant metadata standards.
 12. Cooperate with the NAU PI to ensure that the conduct of the project complies with the “NPS Interim Guidance Document Governing Code of Conduct, Peer Review, and Information Quality Correction for National Park Service Cultural and Natural Resources Disciplines,” and with any and all subsequent guidance issued by the NPS Director to replace this interim document.
 13. Ensure that reports and other formal materials (including publications and presentations) resulting from this collaborative project acknowledge NAU and that the project was conducted through the Colorado Plateau Cooperative Ecosystem Studies Unit, and reference this Task Agreement number.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on the date of final signature and extend through December 30, 2017.

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:

Donna Shorrock
NRCA Coordinator - Intermountain Region
National Park Service
12795 W Alameda Parkway
Lakewood, CO 80228
Phone: (303) 969-2585
Fax: (303) 969-2717
Email: donna_shorrock@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:**

Principal Investigator:

J. Judson Wynne, Ph.D.
Research Ecologist
Merriam-Powell Center for Environmental Research
Northern Arizona University
Box 5640
Flagstaff, AZ 86011
<http://jutwynne.com>
jut.wynne@nau.edu
928.863.8628 (mobile)

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P.O. Box 4130
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Ph: 928-523-6917
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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 \$49,967 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 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.

- C. All draft products and reports will be submitted in Word, Excel or Access database, as appropriate. Final reports will be submitted in both Word and pdf formats.
- D. Disseminate, prior to park scoping meetings, a preliminary framework from SCPN Vital Signs Monitoring Plan and examples frameworks from other projects.
- E. Notes will be recorded from a park scoping meeting.
- F. Provide a final framework following a scoping workshop & field tour.
- G. A draft Study Plan (refined following the scoping workshop) for review by NPS. It will include:
- a. Introduction, background, general overview of parks' resources, objectives & park expectations of outcomes, methods, reporting areas (geographically unique areas that will be covered) and report structure (guidance from national program office), timeframe, roles & responsibilities, project milestones & schedules, draft framework (as an appendix).
 - b. Statements and data that will define reference conditions and stressors per the final framework and the primary data and information sources (databases, web sites, and individuals) for use in the assessment.
- H. Geographic Information System (GIS) products will comply with NPS and FGDC standards.
- a. Geospatial data products will include Federal Geographic Data Committee (FGDC) compliant metadata, including an emphasis on sharing and distribution of products both internally and externally, and processing steps involved in creation of final products so the project can be reconstructed if needed.
 - b. Cartographic products will utilize a format that adheres to the NPS's Graphic Identity Program standards (<http://www.nps.gov/hfc/services/identity/>). All

- data and map files used in cartographic products will be provided so project maps can be reconstructed if needed.
- c. Geospatial data collected shall be analyzed for their spatial accuracy and shall meet or exceed the National Map Accuracy Standards for the appropriate scale. Data collected with a GPS unit will be post-processed and the GPS unit type, model, error correction technique (type of differential correction used), and GPS quality filters employed shall be recorded in the metadata and the data's attribute table. Data digitized from maps or photographs will include the source, scale, date, and methods (i.e., process steps) in the metadata and attribute table.
 - d. Geospatial data will have the appropriate coordinate system defined.
 - e. Geospatial data formats will be compatible with ESRI ArcGIS technologies. Vector data will be delivered in ESRI File Geodatabase 10.x or higher or ESRI shapefiles. Raster data will be in ESRI GRID or ERDAS Imagine format.
 - f. Computer Aided Design (CAD) data will have the appropriate world coordinate system defined to be used in a GIS environment.
- I. A draft Phase II data development summary will identify key datasets, sources of information, and a list of references used to support the analysis. Key gaps of data will also be documented.

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 – ATTACHMENTS

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

- A. Detailed Budget
- B. SF-424s

ARTICLE XI – 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 (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 XII - 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



Kelly Adams
Awarding Officer

6/11/15

Date