

Task Agreement Number P15AC00834 /NAU-458
Under
Master Cooperative Agreement P14AC00921
Between
The United States Department of the Interior
National Park Service
And
Northern Arizona University (NAU)
DUNS No: 806345542
South San Francisco Street
Flagstaff/Arizona/86001

CFDA: 15.945

Project Title: Development of Online Launch Calendar, Phase 1

PI:

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Amount of Federal Funds Obligated: \$25,525

Total Amount of Task Agreement Award: \$25,525

PERIOD OF PERFORMANCE:

TENTATIVE STARTDATE: 4/16/2015

TENTATIVE END DATE: 5/31/2018

STUDENT INVOLVEMENT: YES

SENSITIVE INFORMATION: YES

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) for the purpose of the ongoing development and maintenance of a National Park Service computer program called the Online Launch Calendar (OLC). 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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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.

ARTICLE II – LEGAL AUTHORITY

54 U.S.C. §101702(a) Cooperative Agreements, Transfer of Service Appropriated Funds

ARTICLE III – STATEMENT OF WORK

BACKGROUND: The Colorado River Management Plan of 2006 (CRMP) determined the types and levels of commercial use necessary and appropriate for the river corridor within Grand Canyon National Park (GRCA). The current Online Launch Calendar (OLC) was developed to ensure the NPS could efficiently manage and track river use by GRCA's sixteen river concessioners. This computer program must ensure that CRMP's limits on the daily number of launches, trip lengths and number of trips at one time are managed successfully, and provide a historical record of use for each of the sixteen outfitters as well as the industry as a whole. The data obtained and recorded is intended to be used in future NPS planning efforts as well as guide GRCA's adaptive management program.

Commercial River trips launch at Lees Ferry, may exchange some or all passengers at Phantom Ranch, may exchange some or all passengers again at Whitmore Wash, and

must exit the river at either Diamond Creek or Pearce Ferry. End users encounter the OLC as a series of five linked webpage calendars, each showing one of these five activities. The OLC also provides reports and information about individual Concessioners' activities as well as the industry as a whole.

Commercial River trips are limited in a number of ways:

- In the busy summer season, four commercial launches from Lees Ferry are permitted per day, of which one may be an oar-powered trip. Commercial use is lower in the shoulder seasons and non-existent in the November through March winter season.
- Commercial motor trips are limited to lengths of 10 days in the summer season and 12 days in the shoulder season.
- Commercial oar trips are limited to 16 days in the summer season and 18 days in the shoulder season.
- Commercial trips are limited to a total of 32 participants including guides in the summer and 24/32 for the shoulder seasons. Note that the current calendar allows for 24 in shoulder seasons, and an early task will be to allow this to go to 32.
- Total commercial trips on the water at one time (TAOTs) are limited as follows:
 - April 1 - 15 19 TAOTs
 - April 16 - 30 24 TAOTs
 - May 1 to Aug 31 37 TAOTs
 - Sept 1 - Sept 15 35 TAOTs
 - Sept 16 - Sept 30 17 TAOTs (* but allows ramp down from earlier September trips)
 - Oct 1 - Oct 31 8 TAOTs (* but allows ramp down from late September trips)

Annually, Concessioners agree on a tentative launch schedule, and then an administrator enters the schedule into the OLC. Because the schedule is usually very similar to previous years, the administrator usually copies each whole year to the new year and then adjusts the calendar as needed. Concessioners can then populate their intended usage in the calendar, inputting (or editing) numbers of passengers, trip length, exchanges, etc.

The OLC does not permit Concessioners to enter trips that violate CRMP requirements without an administrative over-ride. The number of administrators is limited to the number deemed appropriate by the NPS.

Managers can review the OLC for a variety of information. Toggle switches allow users to review information about all commercial outfitters, just motorized or non-motorized trips, or one or more individual outfitters. Trips at One Time can be displayed on request.

Commercial guides' qualifications are maintained on the website, including records of their first aid and other certifications.

Users can generate reports showing user days, launches, passengers, etc. by month, year or even individual trip.

A "Lees Ferry Checkout Sheet" allows Lees Ferry Rangers to manage launches by providing information about passengers as well as crew names and their training certification requirements. Reports available include a summary of individual concessioner use throughout a given season, or a summary of all concessioner use for the year.

To work on the current OLC, programmers must be proficient not just in coding in Java but also be familiar with the JBOSS Web Application Framework, and able to edit/create elements (written in Java) within this framework to maintain/extend the existing system.

OBJECTIVE

This cooperative agreement is for NAU and the NPS to collaborate on envisioning and implementing improved functionality and usability within the OLC. NAU will benefit through being able to provide select students with practical developmental work opportunities, and the NPS will benefit through the technical expertise and computer programming work offered by NAU. The result will be an OLC which is continually updated and improved to help the NPS effectively manage river use, discover and learn from various use trends, meet security criteria, and fulfill the public purpose in accordance with the park's current Colorado River Management Plan.

A. NAU, through its Collaborative Computing Lab, agrees to:

1. Provide overall coordination and management of the project.
2. Provide all project management and programmer personnel required to make and implement the necessary improvements.

3. Provide space and facilities for execution of the project, i.e., workspace for the programmer(s) hired for the project.
4. Provide bi-weekly reporting on project progress and status to the NPS.
5. Develop and keep current a technical specifications document for the OLC.
6. Conduct ongoing maintenance of the program as needed to allow for continuous functionality at current standards.
7. Continue OLC software development. Currently, some reports do not function correctly, some links are broken or else do not lead to a functional report, and some reports remain to be designed and implemented. As funds are available, programming work will be authorized to develop this increased functionality. For example, some reports to be developed include:
 - a. Trip logs that allow for input of camps/dates, and that output individual or aggregate reports (for example, how many times in one summer was a particular camp used).
 - b. Aggregate reports regarding such things as watercraft, trip options, and levels of use.
 - c. Calendars that combine internal data about commercial river trips combined with external data regarding noncommercial trips for common locations including Lees Ferry, Pantom Ranch, Diamond Creek, and Lake Mead.
8. Ensure regular backups of the database and OLC project repository. NAU will ensure a minimum of one database backup occurs daily. Database backups will be stored in more than one physical location. Backups must be tested to be sure they are functional (that is, can be used to restore valid data). Backups must be compressed and encrypted (minimum level of encryption: AES-256). Copies of the website source code and encrypted copies of the OLC database will be provided in electronic format on portable media to the NPS a minimum of once per year. (Password to decrypt must also be provided.) NAU will also keep previous versions of the OLC database and website source code for 10 years or at a minimum for the time period of the current agreement.
9. Ensure website security. NAU will ensure the OLC website and all hosted data are kept secure and patched, with log-in requirements for all users, managed by a limited number of administrators to be designated by the

NPS.

- B. NPS agrees to:
1. Consult with end users (e.g. GRCA staff, river outfitters) to determine ongoing development needs.
 2. Consult with NAU project representatives and programmers, listen to their recommendations, and decide the overall prioritization, deadlines, and milestones for the continued development and programming work.
 3. Collaboratively review changes as software development takes place, providing direction as necessary to ensure cohesive integration with other website development work, and providing answers to NAU queries regarding system requirements and prototype performance as well as systems testing.
 4. After the end of the project period, the NPS will assume full responsibility for all maintenance and further improvements to software after the end of the project period.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on the date of final signature and extend through 5/31/2018.

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:

Steve Sullivan
Permits Program Manager
Grand Canyon National Park
1824 S. Thompson St
Flagstaff, AZ 86001
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CO-ATR:

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Awarding Officer:

Kelly Adams
Financial Assistance Officer
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2. **For NAU:**

Principal Investigator:

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Secondary Investigator:

Eck Doerry
Director, Interdisciplinary Global Programs
Professor of Computer Science
Northern Arizona University
Flagstaff, AZ 86011
Email: eck.doerry@nau.edu

- B. **Communications** - NAU 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 NAU 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 NAU in an amount not to exceed **\$25,525** 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. NAU 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 disbursed for direct project costs and/or the proportionate share of any allowable indirect costs. If

same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
4. **Adjusting payment requests for available cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the U.S Treasury ASAP system by the FA Recipient.
6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior Agency (NPS) approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Awarding Officer identified on the Assistance Agreement that a payment request has been submitted. The NPS Awarding Officer may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

ARTICLE VII – REPORTS AND/OR DELIVERABLES

- A. Specific projects or activities within this agreement will be tracked and reported by annual submission of a SF-425 Federal Financial Report (FFR) and annual submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting

period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. For final the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS Awarding Officer with a copy to the NPS Agreements Technical Representative via email.

ARTICLE VIII – MODIFICATION AND TERMINATION

This Task Agreement may be modified at any time, prior to the expiration date, by the mutual concurrence of NAU and the NPS. Modifications will be in writing, approved and signed by the NPS Awarding Officer and the NAU 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 (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 XI – ATTACHMENTS

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

- A. Detailed Budget
- B. SF-424s
- C. Other Attachments

ARTICLE XII - SIGNATURES

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

FOR NAU

Bobbie Ursin
Name Bobbie Ursin
Title Associate Director, OGCS

6/11/2015
Date

FOR THE NATIONAL PARK SERVICE

Kelly Adams
Awarding Officer

Date