

**Task Agreement Number P15AC00977 / NAU-459**

Under

Cooperative Agreement P14AC00921

Between

*The United States Department of the Interior*

National Park Service

And

Northern Arizona University, Department of Biological Sciences

DUNS No: 806345542

617 S. Beaver St., PO Box: 5640

Flagstaff AZ

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CFDA: 15.945

Project Title: Permafrost and Carbon Cycling Monitoring Protocol: Implementing and Validation of Standard Operating Procedures for the 8-Mile Lake site and measure permafrost index site in Denali National Park 2015-16.

Park Unit: Denali National Park and Preserve

PI: Dr. Edward Schuur, Professor, Northern Arizona University, Department of Biological Sciences, 617 S. Beaver St., PO Box: 5640, Flagstaff AZ 86011-5640, 928-523-2381, 928-523-7500, [tschuur@ufl.edu](mailto:tschuur@ufl.edu)

ATR: David Schirokauer, Science and Resources Team Leader, Denali National Park and Preserve, POB 9, Denali Park AK 99755, [dave\\_schirokauer@nps.gov](mailto:dave_schirokauer@nps.gov)

Amount of Federal Funds Obligated: \$10,000

Total Amount of Task Agreement Award: \$10,000

Funding source: ONPS – CAKN I&M Program

Period of Performance: September 15, 2015 to September 30, 2016

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 Northern Arizona University (hereafter referred to as ‘Recipient’) for the purpose of providing research, technical assistance, and/or education, as described below. Unless otherwise specified herein, the terms and conditions as stated in the Cooperative Agreement will apply to this Task Agreement.

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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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: Permafrost and Carbon Cycling Monitoring Protocol: Implementing and Validation of Standard Operating Procedures for the 8-Mile Lake site and measure permafrost index site in Denali National Park 2015-16.

Project Description: The Central Alaska Inventory and Monitoring Network of the National Park Service (NPS) and Denali National Park and Preserve is in the process of implementing a permafrost monitoring program. This work builds on previous work that resulted in a draft permafrost monitoring protocol plan. This project will continue the implementation of data collection for core metrics identified by the National Park Service and the Recipient under a prior cooperative research projects for the Eight Mile Lake research site (NAU-454/P14AC01366). The objectives of this project are to: 1) facilitate continuation of monitoring efforts at the Eight Mile Lake permafrost research site, and 2) provide recommendations for an effective and efficient design for monitoring the relevant components of permafrost at the 8 Mile Lake Permafrost Observatory and at satellite index sites within Denali National Park and Preserve (DENA).

Permafrost change has implications for 1) regional infrastructure; 2) wildfire regime; and 3) the quantity and juxtaposition of wildlife habitat. By developing an understanding of the nature and rate of permafrost change and the cascading effects on other physical, biological and social factors, land managers can make wise decisions. This benefit extends beyond the park to permafrost landscape throughout the world. This agreement will benefit the public through its support of graduate students studying permafrost thaw, a topic with global implications.

## **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:

**Background:** Permafrost, defined as subsurface earth materials remaining below 0°C for two consecutive years, is widespread in the Arctic and boreal regions of the Northern

Hemisphere, where permafrost regions occupy 22% of the exposed land surface area (Zhang et al. 1999). Permafrost temperature, thickness, and geographic continuity are controlled to a large extent by the surface energy balance and thus vary strongly with latitude. Permafrost thickness spans a wide range; in the continuous permafrost zone of the Northern Hemisphere, permafrost thickness typically ranges between 350-650 m, while in the discontinuous zone farther south is typically from <1 to 50 m thick. In the discontinuous zone, regional temperature is not low enough to sustain permafrost everywhere, thus patterns of permafrost distribution are determined to a large extent by local factors such as topography, hydrology, vegetation, snow cover, and subsurface material properties. Interior Alaska, the location of the Central Alaska Network Parks and Preserves Network (CAKN), lies within the discontinuous permafrost zone. Permafrost in this area is especially susceptible to change in the coming decades as a result of observed and anticipated climate change.

The Central Alaska Inventory and Monitoring Network of the National Park Service is in the process of implementing a permafrost monitoring program. This pilot implementation will provide a continuation of monitoring efforts at the Eight Mile Lake permafrost research site, and recommendations for an effective and efficient design for monitoring the relevant components of permafrost at satellite index sites within Denali National Park and Preserve (DENA).

**Approach:** This project will continue the implementation of data collection for core metrics identified by the NPS and PI during the previous agreement (NAU-454/P14AC01366) for the Eight Mile Lake research site. The project will occur for up to five field seasons (2013-2017) contingent on funding. In addition to monitoring at the Eight Mile Lake site, the PI will establish 2 or 3 permafrost monitoring index sites at active thermokarst features within the Toklat Basin of Denali National Park. The index sites will be established and their physical state characterized and then will be monitored once annually for 14C of dissolved organic carbon (DOC), and dissolved inorganic carbon (DIC) where appropriate, and thaw depth.

**Site Description:** The primary, intensive, monitoring site is located at 8-Mile Lake off of the Stampede Road, in the northern foothills of the Alaska Range just outside Denali National Park. Ground temperature in a borehole has been monitored for several decades at this site, before and after the permafrost was observed to thaw on a gentle north-facing slope. Permafrost thawing was local (<1x1 km area) and permafrost appears to remain in adjacent areas. In this area, there are three sites that represent differing amounts of disturbance from permafrost thawing based on observations of the vegetation and the borehole measurements: 1) tussock tundra typical of arctic ecosystems, dominated by the sedge *Eriophorum vaginatum* and *Sphagnum* spp mosses, 2) a site near the borehole used for permafrost temperatures where the vegetation composition has been shifting to include more shrub species, such as *Vaccinium uliginosum* and *Rubus chamaemorus*, and 3) a site located where permafrost melted more than several decades ago, now completely dominated by shrub species. These three sites are a natural experimental gradient

representing the long-term effects of permafrost thaw on ecosystems. As such, this area is unique for addressing the impact of changes in permafrost at the time and spatial scales relevant for change in northern ecosystems.

**Methods:** 1) Established methods and draft SOPs for the thermal state of permafrost will continue to be implemented along the established thaw gradient at the 8-Mile Lake study area. 2) Established methods and SOPs for monitoring CO<sub>2</sub> flux will continue to be implemented at the Eight Mile Lake study area. 3) At least two remote index monitoring site will be established. Established methods and SOPs for monitoring the physical state of permafrost will be conducted, evaluated, and modified if necessary. 4) Late season (late August to mid-September) water samples collected at index monitoring site(s) in Denali NP&P for measuring hydrological carbon flux. The existing draft permafrost monitoring protocol for monitoring hydrological carbon flux and SOPs will be used as a methods guide.

Zhang, T., R. G. Barry, K. Knowles, J. A. Heginbottom, and J. Brown. 1999. Statistics and characteristics of permafrost and ground-ice distribution in the Northern Hemisphere. *Polar Geography* 23:132-154.

B. Project schedule and products:

**Tasks and schedule:**

The period of performance of this agreement is from 9/15/2015 through 9/30/2016. The cooperator shall perform the following tasks according to the projected schedule.

09/15/2015	Initiate project In-person or teleconference with PI to set general field schedules
01/01/2016	Teleconference with PI and NPS to confirm field schedules
01/15/2016	Deliver draft study plan to NPS
03/01/2016	Deliver final study plan to NPS
8/31/2016	All field data verified and uploaded to the Bonanza Creek LTER data sharing portal
9/30/2016	Complete annual fieldwork in conjunction with the NPS

C. Recipient agrees to:

- Collect measurements of core permafrost monitoring parameters at the 8 Mile Lake Permafrost Observatory;
- Work with the NPS to improve collection efficiency and transmission of data products;
- Work with the NPS to edit and improve the NPS's existing permafrost monitoring protocols;

-Provide one seminar on permafrost science to the public at an NPS venue in Denali.

D. NPS agrees to:

The NPS will work in close coordination with the PI to accomplish all tasks described herein. We will jointly validate and update the protocols, assist with data analysis and reporting by applying NPS guidance, experience, policy, and goals with the specific knowledge of the PI with respect to permafrost monitoring. The NPS will select the site and install remote monitoring equipment at the remote index monitoring site and provide logistical access and transportation to the remote (back county) field site(s).

- Work with the Recipient in the field conducting measurements of core permafrost monitoring parameters;
- Work with the Recipient on verifying methods and rectifying written protocols with field activities;
- Share authorship responsibilities with the Recipient on reports and publications if appropriate.

#### **ARTICLE IV – TERM OF AGREEMENT**

This Task Agreement will become effective on September 15, 2015 and extend through 9/20/2016.

#### **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:

David Schirokauer  
Science and Resources Team Leader  
National Park Service  
Denali National Park and Preserve  
POB 9  
Denali Park AK 99755  
907-683-9605  
dave\_schirokauer@nps.gov

Awarding Officer:

Kelly Adams  
Grants Management 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:

Dr. Edward Schuur, Professor  
Northern Arizona University  
Department of Biological Sciences  
617 S. Beaver St., PO Box: 5640  
Flagstaff AZ 86011-5640  
928-523-2381  
928-523-7500  
ted.schuur@nau.edu

Administrative Contact:

Cindy Judge, Grant and Contract Administrator  
Northern Arizona University  
617 S. Beaver St., PO Box: 5640

Flagstaff AZ 86011-5640  
928-523-6917  
cindy.judge@nau.edu

- B. **Communications** - Recipient will address any communication regarding this Agreement to the Awarding Officer with a copy also sent to the ATR. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the ATR
- C. **Changes in Key Officials** - Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

#### **ARTICLE VI – AWARD AND PAYMENT**

- A. Financial Assistance: NPS will provide funding to Recipient in an amount not to exceed \$10,000 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 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

7/29/15

\_\_\_\_\_  
Date