

TASK AGREEMENT NUMBER: P15AC01887 / NAU-465

Under

MASTER COOPERATIVE AGREEMENT: P14AC00921

Between

**UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

And

NORTHERN ARIZONA UNIVERSITY

DUNS No: 806345542

School of Forestry

PO Box 15018

Northern Arizona University

200 East Pine Knoll Drive

Flagstaff, AZ 86011-5765

CFDA: 15.495

Project Title: CESU COPL – Leadership, Coordination, and Administrative Oversight for the Colorado Plateau Cooperative Ecosystem Studies Unit

Amount of Federal Funds Obligated: \$13,400

Total Amount of Task Agreement Award: \$13,400

Period of Performance: 21 September 2015 – 17 June 2019

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 the Northern Arizona University for the purpose of facilitating collaborative research, technical assistance, and educational activities in support of interdisciplinary problem-solving, knowledge development, and informed natural and cultural public trust resource stewardship. Unless otherwise specified herein, the terms and conditions as stated in the Colorado Plateau CESU Cooperative and Joint Venture 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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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:

CESU COPL – Leadership, Coordination, and Administrative Oversight for the Colorado Plateau Cooperative Ecosystem Studies Unit

Background:

Management and stewardship of the Nation's lands, waters, and public trust resources requires skillful public service supported by sound science. The Cooperative Ecosystem Studies Units (CESU) Network is a national consortium of federal agencies, tribes, academic institutions, state and local governments, nongovernmental conservation organizations, and other partners working together to support informed public trust resource stewardship. The CESU Network includes more than 370 partners, including 15 federal agencies, in seventeen CESUs representing biogeographic regions encompassing all 50 states and U.S. territories. Authorized by Congress in 1998, the Cooperative Ecosystem Studies Units (CESUs) have, since their inception, provided opportunities for collaborative research, technical assistance, and educational activities aligned with long-standing and emerging science and resource management priorities.

CESUs bring together scientists, resource managers, students, and other conservation professionals, drawing upon expertise from across the biological, physical, social, cultural, and engineering disciplines (from Anthropology to Zoology) to conduct collaborative and interdisciplinary applied projects that address natural and cultural heritage resource issues at multiple scales and in an ecosystem context. Each CESU comprises a host university and numerous federal agencies and nonfederal partner institutions. CESUs function as "virtual" organizations, linking federal agencies and institutions to increase access to expertise and facilities. The host university provides active leadership for the unit, as well as providing physical space, administrative support, and access to faculty, students, staff, and other resources. Though each CESU varies slightly in its execution, the host university is responsible for coordinating the federal and nonfederal partners, the number of which varies from unit to unit. These responsibilities are outlined in the CESU cooperative and joint venture agreement.

Each CESU host university assigns a CESU Director—and in some cases an additional program coordinator—to oversee coordination and communication actions. These actions include disseminating funding opportunity announcements to partners, responding to information requests from existing and potential partners, coordinating the review and addition of potential new partners, annual reporting, hosting a CESU website, and partner engagement in strategic planning and evaluation activities. The Director represents the CESU, on behalf of its partners, with the CESU Network National Office, other CESU Directors, and the CESU Network Council, as needed.

Participating federal agencies in the CESU Network are signatories on a national interagency memorandum of understanding (MOU). The CESU Network Council serves as the governing body for the CESU Network, comprising senior scientists and administrators representing each of the 15 participating federal agencies, including the National Park Service. In recognition of the importance of effective communication and

coordination among CESU partners to the success of collaborative conservation practices, the CESU Network Council has committed to providing each CESU with annual financial assistance to support CESU host institution responsibilities. This continuation of support is consistent with and supplements initial commitments by participating federal agencies at the time of their CESU enrollment. Funding for each CESU is determined based on the respective enrollment and participation of federal agencies within that CESU. Supplemental financial assistance may be added to this task agreement over the specified period of performance (e.g., in future years), subject to funding availability, to support completion of identified project actions and priorities for each CESU.

The CESU Council has prioritized the following CESU host institution responsibilities to support through this task agreement:

- Facilitation of communication among existing and potential partners,
- Coordination of new partner application process actions;
- Coordination of strategic and annual planning with partners, and
- Maintenance of host university-sponsored local CESU website.

Public Purpose:

This project supports the fundamental administration and coordination actions of the Colorado Plateau CESU and furthers the broader implementation of the CESU Network across the country, which fosters engagement among federal agencies and nonfederal partner institutions in collaborative natural and cultural resource science, education, and stewardship activities. The efforts of this CESU task agreement will help forge partnerships and projects that contribute significant advances in scientifically credible information, bolster understanding of resource management issues, stimulate development of usable knowledge, cultivate professional capacity development and educational opportunities for partners, students, and public sector professionals, and ultimately support informed decision-making for natural and cultural heritage conservation on public and private lands and waters. In addition, projects supported through the CESUs engage hundreds of students each year who gain valuable hands-on experience working and learning side-by-side on “real-life” problems with federal scientists, technical field staff, and resource managers.

ARTICLE II – LEGAL AUTHORITY

54 U.S.C. §100703, Cooperative Study Units; 54 U.S.C. §101702(b), Cooperative Research and Training Programs.

ARTICLE III – STATEMENT OF WORK

- A. Northern Arizona University agrees to:
 - 1. Collaboratively undertake a project titled “CESU COPL – Leadership, Coordination, and Administrative Oversight for the Colorado Plateau

- Cooperative Ecosystem Studies Unit” as described throughout this document.
2. Appoint James Allen as the Principal Investigator (PI) and Laurie Thom as a Project Participant.
 3. Appoint or hire staff and/or students, as appropriate, to accomplish the project activities described in this statement of work and in accordance with host institution responsibilities outlined in the Colorado Plateau CESU cooperative agreement (P14AC00727).
 4. Facilitate communication and correspondence among existing and potential partners, such as:
 - a. maintain and post online current partner technical and administrative representative contact information in coordination with CESU Network National Office;
 - b. develop and distribute periodic emails, e-newsletters, and/or social media posts about CESU activities, events, new partners, awards, projects, funding opportunities, and similar information;
 - c. relay pertinent information to CESU partners and interested parties at the host institution, such as funding opportunities, requests for statements of interest/requests for proposals, professional development training, student employment opportunities;
 - d. organize and host periodic CESU executive committee and/or partner conference calls;
 - e. serve as communication liaison between CESU partners and the CESU Network National Office and CESU Network Council;
 - f. participate in periodic CESU Directors calls coordinated by the CESU Network National Office;
 - g. respond to requests for information from existing and potential new partners, project administrative personnel, and the CESU Network National Office; and
 - h. conduct outreach to support long-term program sustainability, including fostering opportunities for new partner institutions, minority serving institutions, collaborative projects, coordination between/among partners, and engagement of students, as appropriate.
 5. Facilitate new partner application, review, and approval actions, including:
 - a. developing and posting online a written policy for the CESU, in accordance with the national policy, that includes details for application, review, and approval (e.g., timelines and deadlines, requirements for applicant presentations at annual partner meeting, voting process);
 - b. following up with partner requests and applications;
 - c. facilitating application distribution, partner review, voting, and reporting; and

- d. assisting the CESU Network National Office with CESU agreement amendment process, as appropriate.
 6. Develop and maintain CESU strategic plan and annual report(s) and work plan(s), including by:
 - a. facilitating strategic and annual planning for the CESU, with full participation from partners;
 - b. coordinating document development, review, and editing; and
 - c. distributing documents to partners and posting to CESU website.
 7. Maintain a local CESU website and associated information resources, including:
 - a. providing basic information about the CESU, including a current list of partner institutions and contacts;
 - b. posting administrative and guidance documents, including CESU cooperative and joint venture agreements and amendments, strategic and annual plans, new partner application policy, and other administrative documents; and
 - c. gathering, summarizing, and posting annual CESU project data and information in accordance with provisions of the CESU agreement.
- B. NPS agrees to:
 1. Coordinate and administer, on behalf of the CESU Network Council, provision of financial assistance to the Northern Arizona University in accordance with Article V of this agreement.
 2. Collaboratively undertake a project titled “CESU COPL – Leadership, Coordination, and Administrative Oversight for the Colorado Plateau Cooperative Ecosystem Studies Unit” as described throughout this document.
 3. Assign Thomas Fish as the Agreements Technical Representative (ATR), Todd Chaudhry as Project Manager (PM), and Cheri Yost as a Project Participant.
 4. The PM will:
 - a. provide technical review and support, assist with logistical needs, and actively collaborate with the recipient PI and staff in making project management decisions and actively participate in carrying out project activities throughout the period of performance of this task agreement;
 - b. provide technical review and facilitate processing of individual task agreement actions and CESU administrative actions (e.g., amendments) on behalf of the NPS;
 - c. help organize and lead Colorado Plateau CESU Federal Managers Committee conference calls.
 5. The ATR and Project Participant will:
 - a. Serve as liaisons between the CESU Director and the CESU Network Council, such as:

- i. communicate with the Director about CESU Network Council guidance and policy;
 - ii. develop and/or update CESU information resources and administrative documents, as appropriate; and
 - iii. coordinate meetings among the CESU Directors, CESU Network National Office, and CESU Network Council.
- b. Support communication efforts of the Director and staff by:
 - i. helping maintain current partner technical and administrative representative contact information in coordination with the Director;
 - ii. assisting with dissemination of individual CESU information resources to the broader CESU Network via the Directors, CESU Network Council, and NPS Research Coordinators;
 - iii. relaying funding opportunities, requests for statements of interest/requests for proposals, professional development training, student employment opportunities, and related information to the Director for distribution to partners;
 - iv. participating in CESU meetings hosted by the Director either in person or remotely;
 - v. collaborating with the Director to produce summary program and project reports and presentations, as appropriate; and
 - vi. answering questions and acting on inquiries from the Director, staff, and partners.
- c. Provide instruction and assistance during a new partner application and approval process, such as:
 - i. responding to requests for information from the Director, staff, and potential (and existing) partners;
 - ii. providing consultation and oversight during the new partner application, review, and approval process; and
 - iii. working in close collaboration with the Director throughout the CESU agreement amendment process, including preparation, review, signature, distribution, and posting of fully executed amendments.
- d. Provide assistance and support for strategic and annual planning including:
 - i. participating in strategic and annual planning discussions in person or remotely;
 - ii. providing substantive input and review comments on CESU planning documents; and
 - iii. assisting with dissemination of planning documents to the broader CESU Network.

- e. Collaborate with Director to maintain alignment between local and national CESU websites, databases, and information resources, including:
 - i. maintaining current partner technical and administrative representative contact information on the CESU Network national website aligned with CESU local website; and
 - ii. gathering, summarizing, and posting project data and information from federal and nonfederal partners in accordance with provisions of the CESU agreement.

ARTICLE IV – TERM OF AGREEMENT

The period of performance for this Task Agreement will be from 21 September 2015 through 17 June 2019.

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 (ATR):

Thomas E. Fish
National Coordinator
National Park Service
CESU Network National Office
1201 Eye Street NW, Room #844
Washington, DC 20005
Phone: 202.354.1825 | 202.302.9482 (mobile)
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Email: Tom_Fish@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

Project Manager:

Todd Chaudhry
Research Coordinator
Colorado Plateau Cooperative Ecosystem Studies Unit
National Park Service- Intermountain Region
P.O. Box 15018
Northern Arizona University
200 East Pine Knoll Drive
Flagstaff, AZ 86011
Phone: 928.523.6638
Email: Todd_Chaudhry@nps.gov

Project Participant:

Cheri Yost
Program Assistant
National Park Service
CESU Network National Office
1201 Eye Street NW
Washington, DC 20005
Phone: 202.513.7194 | 202.768.2945 (mobile)
Email: Cheri_Yost@nps.gov

2. **For Northern Arizona University:**

Principal Investigator:

James Allen
Executive Director, School of Forestry
Director, Colorado Plateau Cooperative Ecosystem Studies Unit
PO Box 15018
200 East Pine Knoll Drive
Northern Arizona University
Flagstaff, AZ 86011-5765
Phone: 928.523.5894
Email: James.Allen@nau.edu

Project Participant:

Laurie Thom
Program Coordinator, CPCECU

Northern Arizona University
PO Box 15018
200 East Pine Knoll Drive
Flagstaff, AZ 86011-5018
Phone: 928.523.5549
Email: Laurie.Thom@nau.edu

- B. **Communications** – Northern Arizona University 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 Northern Arizona University 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:** The National Park Service will provide funding to Northern Arizona University in an amount not to exceed \$13,400. for the tasks described in Article III and in accordance with the approved budget (Attachment A). Funding will be provided through the CESU Network National Office on behalf of the CESU Network Council. The stated funding amount and any award beyond the current fiscal year will be subject to availability of funds.
- B. Northern Arizona University 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 PROJECT OUTPUTS

- 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: 03/31, 06/30, 09/30, 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. NOTE: Financial reports &

Performance reports can be quarterly, semi-annually or annually (Awarding Officer discretion – adjust accordingly) however quarterly is the recommended default due to the transition to ASAP for payments and the increased focus on monitoring.

B. Project Schedule/Milestones/Dates

1. The CESU Network National Office will schedule conference calls, no less than quarterly, with all the CESU Directors.
2. By 31 May 2016, the CESU will have a current multi-year strategic plan. Strategic plans should be renewed every 5 years, corresponding with the renewal/expiration of the Cooperative and Joint Venture Agreement and this task agreement.
3. By 30 November of each year, the CESU will provide an annual report and work plan to the CESU partners and the CESU Network National Office.
4. By 30 September 2016, the local CESU website will include the fundamental information outlined in the task agreement.

C. Description of Reports and/or Project Outputs

1. Participation on periodic CESU Director calls. All CESU Directors are expected to actively participate on periodic – as scheduled, but not less than quarterly – CESU Directors conference calls coordinated by the CESU Network National Office. Meeting minutes will be recorded and distributed to Directors by the CESU Network National Office.
2. Current (within last 5 years) multi-year strategic plan, including the following:
 - a. facilitated one or more meetings/calls to discuss existing and future plans for the CESU, with full participation from partners;
 - b. updated strategic plan to include the following sections (or their equivalent): executive summary; description/background of the CESU; vision and mission statements; objectives; regional issues (external focus) - at minimum a list; strategic themes; goals (internal focus); actions (internal focus); outcomes (internal and external focus); evaluative measures; Executive Committee operating procedures/expectations; Federal Managers Committee responsibilities;
 - c. completed strategic plan document posted on the local CESU website and distributed to CESU partners and to the CESU Network National Office.
3. Annual report(s) and work plan(s), including the following:
 - a. list of current partners and representatives, and confirmation that such information is up-to-date and also posted on local website;

- b. brief description(s) highlighting each new partner – 1-2 sentences;
 - c. list of projects (include fields in accordance with CESU Network National Office database), including any modifications, processed during the year;
 - d. project highlights, ideally including photos (optional) – 1-2 paragraphs;
 - e. highlights of student involvement (optional) – 1-2 paragraphs;
 - f. highlights of minority serving institution project or involvement (optional) – 1-2 paragraphs;
 - g. highlights of program successes and/or lessons learned;
 - h. specific actions, implementation timelines, and responsible parties for actions to be carried out during coming year (e.g., updating strategic plan, updating website, developing and implementing outreach plan/activities, soliciting new partners, partner meeting and/or scientific meeting planning, information resource or newsletter development, dates of annual meeting or other notable events, joint proposal writing, CESU renewal preparation), in alignment with the strategic plan and CESU cooperative and joint venture agreement;
 - i. specific needs for involvement or assistance from external parties and/or the CESU Network National Office; and
 - h. completed annual report(s) and work plan(s) posted to the local website and distributed to CESU partners.
 4. Local CESU website, including the following:
 - a. up-to-date contact information for all federal and nonfederal partner representatives;
 - b. prominently located contact information for the CESU host institution Director and staff;
 - c. digital copies of cooperative and joint venture agreements and amendments;
 - d. new partner application information and guidance;
 - e. strategic plan and annual reports and work plans;
 - f. CESU newsletters and/or other information resources;
 - g. links to pertinent events (e.g., annual partner meeting) and opportunities; and
 - h. project list(s) or database.
 5. New partner amendments, as needed, fully executed per the CESU cooperative and joint venture agreement, distributed to CESU partners and to the CESU Network National Office, and posted on the local CESU website and CESU Network national website.
- D. Delivery of Project Products

All project outputs and products will be submitted via email to the NPS ATR and Project Manager, as listed in Article V, Key Officials.

ARTICLE VIII – MODIFICATION AND TERMINATION

This Task Agreement may be modified at any time, prior to the expiration date, by the mutual concurrence of Northern Arizona University and the NPS. Modifications will be in writing, approved and signed by the NPS Awarding Officer and the Northern Arizona University signatory official.

ARTICLE IX – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- a) **Administrative Requirements:**

- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*

- b) **Determination of Allowable Costs:**

- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*

- c) **Audit Requirements:**

- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*

2. **Minimum Wages Under Executive Order 13658 (January 2015)**

- (a) *Definitions.* As used in this clause—

- “United States” means the 50 states and the District of Columbia.

- “Worker”—

- (1) Means any person engaged in performing work on, or in connection with, an agreement covered by [Executive Order 13658](#), and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 C.F.R. § 541](#),

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 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 X – ATTACHMENTS

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

- A. Detailed Budget
- B. ATR Designation Letter

ARTICLE XI – SIGNATURES

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

FOR NORTHERN ARIZONA UNIVERSITY

Bobbie Ursin
Bobbie Ursin
Associate Director, Office of
Sponsored Projects

9/25/2015
Date

FOR THE NATIONAL PARK SERVICE

Kelly Adams
Kelly Adams
Awarding Officer

9/22/15
Date