

Task Agreement Number P15AC01290 /NMSUCP-02
Under
Cooperative Agreement P14AC00921
Between
The United States Department of the Interior
National Park Service
And
New Mexico State University
DUNS No: 17-385-1965
P. O. Box 30003, MSC 4901
Las Cruces, NM 88003-8003

CFDA: 15.945

Project Title: Defining seed transfer guidelines for *Pinus ponderosa* in a changing climate

Park Unit: Valles Caldera National Preserve (VALL)

PI: Owen Burney, oburney@nmsu.edu, 575.387.2319

ATR: Todd Chaudhry, Todd_Chaudhry@nps.gov, Office 928-523-6638

Amount of Federal Funds Obligated: \$52,123.00

Total Amount of Task Agreement Award: \$52,123.00

Funding source: Resilient Landscapes, WBS PF.FRIM02015.00.1

Period of Performance: August 1, 2014 - December 30, 2017

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 New Mexico State 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in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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.

A. Project Title:

Defining seed transfer guidelines for Pinus ponderosa in a changing climate

B. Project Description:

Recent wildfires in the southwest have burned with uncharacteristic severity and extent within biophysical settings not adapted to such fires. Recovery towards the natural successional pathway is further impeded by warming climate. Efforts to restore resilience through tree planting have been largely unsuccessful due to the combination of climate and the impacts of severe burning with some efforts reporting less than 5 percent survival in PIPO.

If we define resilience as the ability of a system to return to its successional pathway following disturbance, then the burned areas have seen a decline in resilience. This project would seek to improve the resilience of the site under warming and drying climate by planting trees species that are within the natural range of variability for the biophysical setting but may be better suited to the warmer drier site.

C. Public Purpose:

This project fulfills a Public Purpose of support or economic stimulation via the following CESU objectives:

1. The project engages recipients (including participating youth/students), partners, communities, and/or visitors in shared environmental stewardship as part of the Resilient Landscapes program on VALL. The overall VALL Resilient Landscapes program has 23 official collaborating groups/agencies, and the New Mexico State University project will be integrated with projects and participation of these many collaborators.
2. The scientific community and/or researchers external to NPS gain by new knowledge provided through research and related results dissemination of natural, cultural and/or historical resource information. The project will (1) provide usable knowledge to support informed decision making by quantifying the effects of fire and climate on successful post fire reforestation; (2) create and maintain effective partnerships among the federal agencies and universities (including students) to share resources and expertise by fostering and expanding an existing partnership between the Valles Caldera National Preserve and New Mexico State University, John T. Harrington Forestry Research Center, and (3) manage federal resources effectively by providing information and decision support for landscape-scale burned area treatments such as reforestation to improve the

ecological resilience of landscapes that have burned at uncharacteristic extent and severity.

3. NPS will have a Substantial Involvement in the project: NPS is involved with the recipient in describing the goals, jointly developing the scope and the activities to be accomplished. This must be combined with other substantial involvement, such as providing technical assistance or any of the statements listed below, that goes beyond Federal stewardship responsibilities. NPS staff at VALL will be sharing existing site and GIS data, and will provide technical assistance with field site selections, sampling design, establishing performance requirements, coordination with planting crews, and assistance with field work as needed to ensure the success of the project.

ARTICLE II – LEGAL AUTHORITY

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

54 U.S.C. §101702(b) Cooperative Agreements, Cooperative Research and Training Programs

54 U.S.C. §100703 Cooperative Study Units

ARTICLE III – STATEMENT OF WORK

A. Statement of Work:

The objective of this experiment is to assess the effectiveness of moving southern seed sources of ponderosa pine to a burned area within a northern latitude located in the Valles Caldera. More specifically, the effectiveness will be measured through the comparison of outplanted seedling performance (i.e., survival, growth, physiological responses) among the six seed sources.

Treatments will include six seed sources from a range of locations as shown below:

Table 1 – Seed sources relative to Valles Caldera site

Degrees South of Valles Caldera	Source Description	Lat	Long
2°	Philadelphia Canyon	33.403	-105.699
2°	Hornbuckle Hill	33.711	-105.768
1°	HH Ranch	34.100	-107.850
1°	Manzano Mtns-Red Canyon	34.616	-106.403
Control	Red Rabbit	35.650	-106.458
Control	Vallecitos-Jemez Springs	35.809	-106.589

The study design will be a randomized complete block (RCBD) with 6 treatments (seed sources) and five blocks (replications). Two seed sources will represent the 33-degree latitude or most southern source. The next two sources will represent the 34-degree

latitude. Finally, a control source (35-degree) will be used to represent seed collected in close proximity to the caldera. Within each of the 5 blocks, 20 seedlings will be planted per source for a total of 120 seedlings per block and 600 seedlings per site. This design will be replicated over four sites with similar environmental conditions (i.e., elevation, aspect, burn severity, competing vegetation, etc.). Sites will be combined if found to have no statistical difference. A total of 2400 seedlings are required for four sites. Buffer seedlings will be planted around each block. All sites will be fenced to exclude ungulate herbivory. Trapping may be required for pocket gophers.

Measurements will start at the time of planting (Fall 2015) and continue until the summer of 2017. Continuation of the project beyond 2017 will depend on future funding sources. Initial field measurements will include shoot height, root collar diameter, and competing vegetation on site. Destructive sub-sampling will include height, diameter, shoot and root biomass, foliar NPK, and total non-structural carbon (carbohydrates) in roots and shoots. Spring measurements after planting will consist of height, diameter, survival, and visual health assessment. Summer measurements will include stomatal density, leaf area, and xylem water potential (mid-day). During the summer 2017, three randomly selected seedlings per block (total of 15 per site) will be destructively sampled to measure height, diameter, shoot and root biomass, foliar NPK, and total non-structural carbon (carbohydrates) in roots and shoots.

The seedlings have been procured and without this proposal would simply be planted by volunteers. Under this research approach the JTH Forestry Research Center (NMSU) will assist and/or lead the implementation, data collection, analysis, and reporting of this experiment. The collection period would start at the time of planting and continue until summer 2017. Future measurements are desired but will not be included in this estimated budget. NMSU will require a budget to cover salary, travel, and equipment costs.

The Valles Caldera will work closely with NMSU to design monitoring protocols and ensure the participants are adequately oriented to the local conditions and flora. The Valles Caldera will have substantial involvement with all aspects of the project including site selection and ensuring all activities are compliant with existing environmental laws (NEPA, NHPA). The Valles Caldera will provide ancillary monitoring data such as weather, and ancillary site information including but not limited to LiDAR, post fire erosion, burn severity, pre/post burn vegetation data, wildlife location data, etc. The Valles Caldera will host and or attend pre-work meetings and field trips as needed.

Following the conclusion of the study the VALL's will commit to annual monitoring of mortality at minimum and measures of growth and vigor recorded by seed source location.

The Valles Caldera has implemented other within range plantings (native assemblages of riparian species propagated from seed sources within the VCNP and adjacent Jemez

Mountains locations). However, assisting the introduction of non-local gene pools creates potential issues related to NPS policy as well as potential outcomes.

To ensure that the assisted gene flow does not have adverse or unintended consequences, the following performance requirements will be applied.

- The outplanting seedling species will be limited to species which are within the range of variability for species within the preserve.
- The outplanting seedling species will be limited to species that are known not to spread invasively or spread or expand their range rapidly.
- Outplanting seedling sources will be limited to the ecological mapping units (LANDFIRE) adjacent to mapping unit 28 (mapping units 24, 25, 27).
- Design will separate outplanted seed sources versus local seed sources.
- Prior to the trees reaching a reproductive age/state, the Science/Stewardship Director at the VALL will oversee the destruction of outplantings from non-local gene pools unless a recommendation for retaining the outplantings is reviewed and approved in writing by at least three individuals. These three need to be a park representative (usually the superintendent), the SW EPMT Liaison, and the NPS Natural Resource Stewardship and Science Invasive Plant Program Manager.

The project is estimated to require \$52,123.00 over a three year period for planting, monitoring and evaluation.

B. Project Schedule and Products:

Site selection, preparation, planting and baseline data collection will be completed in the fourth quarter of FY 2015. Monitoring will take place in the third and fourth quarters of FY’s 16 and 17 with final reporting being completed in the first quarter of FY 18 as shown in Table 2, below.

Table 2 – Schedule of Activities

Activity	Summer 2015	Fall 2015	Spring 2016	Summer 2016	Spring 2017	Summer 2017	Winter 2017
Site Selection							
Site Preparation							
Planting/Seedling Protection							
Morphological Measurements							
Competing Vegetation Assessment							
Destructive Sampling							

Physiological Measurements							
Final Report							

C. Recipient agrees to:

NMSU shall provide the following to the NPS related to the project defining seed transfer guidelines for *Pinus ponderosa* on the Valles Caldera:

1. Study/Experimental design (FY15)
2. Site selection and layout (FY15)
3. Assistance/Training for tree planting and seedling protection (FY15)
4. Baseline destructive measurements (FY15)
5. Baseline field measurements (FY15)
6. Yearly growth measurements (FY15-FY17)
7. Yearly physiological measurements (FY15-FY17)
8. Final destructive measurements (FY17)
9. Final Report (FY17)

D. NPS agrees to:

The NPS intends to have substantial involvement in the project: Defining Seed Transfer Guidelines for *Pinus ponderosa* under changing

1. Substantial collaboration on final site location and outplanting design.
2. Provide performance requirements form EIS to minimize or eliminate effects to natural, cultural, and sensory resources.
3. Review project to ensure consistency with environmental documents/Record of Decision.
4. Collaborate on logistics and participate in annual work planning.
5. Provide resources specialists including: Physical scientist, Plant ecologist, Hydrologist, Wildlife Biologist, Entomologist.
6. Provide data including: Weather, LiDAR, high resolution vegetation mapping.
7. Provide ancillary monitoring: weather, vegetation, insects, wildlife, erosion.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on the date of final signature and extend through December 31, 2017.

ARTICLE V – KEY OFFICIALS

A. Key officials

Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. For the NPS:

a. Agreement Technical Representative:

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

b. Technical Expert:

Dr. Robert Parmenter

Director, Scientific Services Division

National Park Service

Valles Caldera National Preserve

P.O. Box 359

Jemez Springs, NM

505-428-7727

Fax: 575-829-4614

bparmenter@vallescaldera.gov

c. Awarding Officer:

Todd Wilson

Financial Assistance Officer

National Park Service

Intermountain Region
12795 W. Alameda Parkway
Lakewood, CO 80228
Phone: 303-969-6767
Fax: 303-969-2786
Email: todd_wilson@nps.gov

d. CPCECU 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:

a. Principal Investigator:

Owen Burney, PhD
Assistant Professor and Superintendent
John T. Harrington Forestry Research Center
New Mexico State University
P.O. Box 359
Mora, NM 87732
Phone: 575.387.2319
FAX: 575.387.9012
oburney@nmsu.edu

b. Administrative Contact:

Dr. Kathryn Stoner

Department Head

Department of Fish, Wildlife and Conservation Ecology

New Mexico State University

P O Box 30003, MSC 4901

Las Cruces, NM 88003-8003

Phone: (575) 646-7051

kstoner@nmsu.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 \$52,123.00 for the work described in Article III and in accordance with the approved budget (Attachment A).

B. Requesting Payment:

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. Reporting:

1. 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: 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.

2. An electronic version of the final report and separate abstract suitable for public distribution will be submitted by the Recipient to the ATR. The ATR will send the final report electronically to NPS's Technical Information Center and carbon-copy the CESU Research Coordinator. Please send Catherine Kisluk at Technical Information Center (TIC) one hard copy and one digital copy of the final report and abstract. Mail the hard copy to: NPS Technical Information Center (TIC) 12795 West Alameda Parkway, Lakewood, Colorado 80228
Attn: Catherine Kisluk and email the digital version to catherine_kisluk@nps.gov and cc the CESU Research Coordinator.

If the report does not contain sensitive material, the Research Coordinator will send it to the host university for posting on the CESU website. If it does contain sensitive material, then a brief abstract must be supplied that will be posted on the CESU website.

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

A. 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>):

1. Administrative Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;
2. Determination of Allowable Costs:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E;
3. 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. ATR Designation Letter**

ARTICLE XII - SIGNATURES

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

A. FOR RECIPIENT

Signature:

_____ Date

Print Name:

Title:

B. FOR THE NATIONAL PARK SERVICE

Signature:



9/1/15

<hr/>	<hr/>
	Date
Print Name: Todd Wilson	<hr/>
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Title: Awarding Officer	<hr/>
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