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 University of Arizona (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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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: Make Dendrochronology Specimens Web Accessible (Year 3)

Project Description: This project will continue efforts started with UAZCP-239, UAZCP-296, and UAZCP-303 to integrate National Park Service (NPS) archeological and natural history tree-ring specimens stored at the Laboratory of Tree-Ring Research (LTRR), The University of Arizona, into a complete on-line searchable catalog to increase accountability and public and researcher access. Students, in cooperation with staff of the Intermountain Region Museum Services Program, will identify legacy collecting events from NPS lands, and enter information on an estimated 10,000 archeological and natural history dendrochronological specimens into an existing data exchange format known as the Tree-Ring Standard for integration into a web-accessible catalog linked to the scientific data repositories’ International Tree-Ring Data Bank and/or the International Multi-Proxy Paleofire Database. The specimens also will be accessioned, cataloged, labeled, and the data entered into the Interior Collections Management System (ICMS) to meet or exceed accountability standards for submission to the NPS National Catalog. Students also will develop a traveling exhibit on dendrochronology for use in parks that will highlight this research effort. The student involvement and public accessibility components constitute the primary public purposes of this 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:

Background: The Laboratory of Tree-Ring Research (LTRR) at The University of Arizona curates an estimated 500,000 National Park Service (NPS) tree-ring specimens resulting from over 80 years of archeological and natural resource investigations at more than 45 parks in multiple regions. Tree-ring widths in these specimens are used to reconstruct past environmental conditions and changes. The LTRR lacks a comprehensive, integrated database system to manage these specimens and provide accountability to the NPS for NPS-owned specimens in that facility.
Currently less than 25% of the specimens are cataloged or marked with NPS catalog numbers as required by NPS Management Policy, thereby making this collection of limited utility to NPS and external researchers.

This project will continue the cooperative effort between LTRR and NPS, begun under Task Agreements UAZCP-239, UAZCP-296, and UAZCP-303, to integrate NPS specimens into a complete online searchable catalog of specimens maintained by LTRR and to increase accountability for and accessibility to information about the specimens.

Objectives and Methodology: The objectives of this project are to utilize developed protocols to enter information on archeological specimens into a web-accessible catalog linked to centralized scientific data repositories, and enter data into the Interior Collections Management System (ICMS) for submission to the National Catalog. An estimated 10,000 archeological specimens will be cataloged, labeled, and entered into ICMS and the web-accessible catalog. Jointly developed protocols for archeological specimens will be evaluated and refined continuously to improve efficiency. In addition, protocols will be developed for processing natural history specimens using Bandelier and Chiricahua National Monuments as test parks. A traveling exhibit appropriate for schools and science fairs will be developed for use by parks.

This joint effort will be directed in the following areas:

1. Work with Intermountain Region Museum Services Program staff to refine established protocols for archeological specimens and develop and test protocols for natural history specimens that address LTRR needs and conventions as well as NPS requirements. Ensure that any proposed modifications to the protocols and the scheduling of park work is approved by the ATR in advance of any actual changes to scheduling or protocols. These revised approaches must still produce an ICMS catalog database that meets or exceeds NPS Museum Handbook requirements for cataloging and ensure that specimen data will be web-accessible to the public.

2. Enter information on NPS specimens into the LTRR catalog, including minimum identification codes, species, geographic origin (including GIS information where readily identified), time range represented if known, and NPS catalog and accession numbers, with links to non-sensitive metadata and derived data (e.g. site description files, publications, etc.). Complete, at minimum, information for NPS-required fields for cataloging for all specimens.
3. Format collections data into an existing data exchange format known as the Tree-Ring Standard. Integrate with or link the catalog data, where appropriate, to the International Tree-Ring Data Bank and the International Multi-Proxy Paleofire Database that are regularly used by dendrochronologists throughout the world, resulting in free and direct online access to the contents of the collections.

4. Determine whether the specimen was collected from lands that belonged to the NPS at the time of collection to clarify ownership issues; work jointly with Intermountain Region Museum Services Program staff and park curators to clarify ownership issues when proveniences are questionable or vague. Obtain accession and catalog numbers for the unaccessioned or uncataloged specimens from NPS lands.

5. Create ICMS catalog records using the following process. Provide an electronic copy of draft ICMS catalog records on a park-by-park basis to the Intermountain Region Museum Services Registrar as parks are completed, or, if cooperator chooses, on an approximate monthly basis for parks with an exceptionally large number of specimens. The monthly ICMS data should be created in an Excel spreadsheet for new data or, be provided as corrected records in ICMS for updated old data. Records should identify, at minimum, the collection number(s) or FS number(s) of specimens, the LTRR reference numbers, the site names and/or numbers, finer within-site proveniences and/or provenience codes, and collector names and dates for specimens by park. Provide completed ICMS records, with entered NPS accession and catalog numbers for final review by the NPS Registrar no less frequently than semi-annually. Upon acceptance, any subsequent changes to these records by the LTRR must be submitted separately as revised records and so identified by the LTRR to the NPS.

6. Label cataloged specimens with NPS-identifying labels which contain the NPS accession and catalog number at a minimum.

7. Prepare park-specific reports for those parks whose archeological specimens were completed during this project to present summary information about the specimens and recommendations for future research and/or collection of future specimens from that park.

8. Create and/or reproduce a traveling exhibit suitable for parks and schools that presents information on dendrochronology and its application.

WACC curators will provide considerable training to students in working with these collections to develop skills in ownership identification and data entry.
protocols and troubleshooting ICMS. WACC curators will obtain NPS historic boundary maps from the Intermountain Region GIS team and make electronic copies available to the LTRR team for project use.

B. Project schedule and products: The following products are required. The ATR will review draft products and notify the Recipient of any issues that must be rectified within 45 days of receipt for all products. Deadlines indicated refer to final products.

1. ICMS Catalog Records. The database includes all new and upgraded catalog records completed during this project. Draft records, as described in Article III, Section A5 above, will be submitted for review as parks are completed, or approximately monthly for parks with large collections. Finalized catalog records will be submitted bi-annually. All records will meet or exceed NPS standards, including completion of all required fields. Submit all records by August 31, 2017.

2. Labelled Specimens: NPS-identifying labels are affixed to cataloged dendrochronological specimens, identifying, at minimum, NPS accession and catalog number. Complete labelling by August 31, 2017.

3. Data Format and Links: Collections data for all specimens completed during this project are formatted into the Tree-Ring Standard and integrated or linked, as appropriate to the International Tree-Ring Data Bank and International Multi-Proxy Paleofire Database to provide free and direct on-line access to the contents of the collections. Complete formatting and links by October 1, 2017.

4. Exhibit: A portable traveling exhibit will be created or reproduced, which highlights dendrochronological specimens and/or research in National Park Service units. This exhibit will be suitable for distribution to schools, National Park Service units, and science fairs. Complete the exhibit by January 15, 2018.

5. Performance Reports: Semi-annual Performance Reports will be provided detailing the number of specimens identified, labeled, entered into ICMS and/or uploaded/linked to on-line databases since the last report and cumulatively. Begin reports in December 2015 and submit every six months thereafter.

6. Park-Specific Archeological Summary Data Reports: Prepare park-specific reports for those parks whose archeological specimens were completed during this project work effort. Each report will be tailored to a superintendent and resource manager audience, presenting information
about each park’s archaeological specimens housed at the LTRR, and highlighting any especially important specimens or group of specimens, legacy/historical dendrochronological collecting at that park, and including any recommendations LTRR has regarding future research and/or collection of future specimens from that park. Complete park-specific archeological summary data reports by October 1, 2017.

7. Final Report. The final report will contain the following minimum content: protocols/refinements; the numbers of specimens identified, labeled, and entered into ICMS; the numbers of specimens uploaded(linked to on-line databases; and which park-specific archeological summary data reports were produced. These park-specific reports will be included in an appendix. Complete the draft final report by February 1, 2018 and the final report by March 31, 2018.

C. Recipient agrees to:

1. Collaboratively undertake a project titled “Make Dendrochronology Specimens Web Accessible (Year 3)” as described throughout this Task Agreement.

2. Provide the services of undergraduate and pre-graduate/graduate students to complete the work.

3. Work with the ATR to select the specimens to be addressed by this project.

4. Conduct research necessary to determine whether dendrochronology specimens are from NPS lands per Article III, Section A4.

5. Enter information on NPS specimens in the LTRR catalog and create ICMS catalog records using the methods and protocols identified in Article III, Sections A2 and A5.

6. Integrate or link the catalog data, where appropriate, with the International Tree-Ring Data Bank and the International Multi-Proxy Paleofire Database.

7. Create and/or reproduce a traveling exhibit on dendrochronology.

8. Prepare the final project report and park-specific archeological summary data reports in cooperation with NPS.

9. Rectify any problems with products identified during NPS reviews.
10. Not reveal locations of any archeological or cultural resources in any publically released products unless granted written permission to do so by the ATR.

11. Not reveal any statutorily protected information (e.g., by the National Parks Service Omnibus Management Act of 1998) regarding threatened or endangered (T&E) species locations in any published or unpublished material developed under this Task Agreement except with written permission from the NPS.

12. Fully acknowledge the NPS in any published or formally presented material developed or derived from this Task Agreement.

D. NPS agrees to:

1. Provide financial assistance to The University of Arizona Board of Regents as provided in Article VI. The budget, included as Attachment A, is incorporated in this Task Agreement.

2. Work with LTRR to select the specimens to be addressed by this project.

3. Obtain accession and catalog numbers for the unaccessioned and uncataloged specimens from parks and work with LTRR to ensure that collecting events are discretely identified and appropriately applied to the process of accessioning. Provide accession and catalog numbers to LTRR.

4. Work with LTRR and parks to ensure that already cataloged specimens are not inadvertently included in this effort.

5. Provide parks with the ICMS catalog records resulting from this project.

6. Train students on cataloging and storage labeling protocols and entry of information into ICMS. Assist the students with objects or situations that are not addressed by existing protocols.

7. Provide technical consultation throughout the ongoing work.

8. Review all products and provide students with feedback and corrections needed for the products to meet standards.

9. Collaborate with LTRR on the final report summarizing the project and the park-specific archeological summary data reports. Transmit the park-specific reports to each park.
10. Notify LTRR of statutorily protected information (e.g., by the National Parks Service Omnibus Management Act of 1998) regarding threatened or endangered species locations that should not be released in any published or unpublished material developed under this Task Agreement, and provide written permission for any exceptions to this.

11. Fully acknowledge LTRR in any published or formally presented materials developed under or derived from the Task Agreement.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on the date of final signature and extend through September 30, 2018.

ARTICLE V – KEY OFFICIALS

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

1. For the NPS:

   Agreement Technical Representative:

   Kim Beckwith
   Registrar
   National Park Service
   Intermountain Region Museum Services Program
   Western Archeological and Conservation Center
   255 N. Commerce Park Loop
   Tucson, AZ 85745
   Phone: 520-791-6450
   Fax: 520-791-6465
   Email: kim_beckwith@nps.gov

   Technical Expert:

   Brenda McLain
   Curator
   National Park Service
   Intermountain Region Museum Services Program
   Western Archeological and Conservation Center
255 N. Commerce Park Loop  
Tucson, AZ 85745  
Phone: 520-791-6405  
Fax: 520-791-6465  
Email: brenda_mclain@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:

Pearce Paul Creasman  
Laboratory of Tree-Ring Research  
The University of Arizona  
P.O. Box 210026  
Tucson, AZ 85721-0026  
Phone: 520-621-2414  
Fax: 520-626-6761  
Email: pcreasman@email.arizona.edu

Administrative Contact:
B. **Communications** - Recipient will address any communication regarding this Agreement to the Awarding Officer with a copy also sent to the ATR. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the ATR.

C. **Changes in Key Officials** - Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**ARTICLE VI – AWARD AND PAYMENT**

A. Financial Assistance: NPS will provide funding to Recipient in an amount not to exceed $49,036 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 semi-annual submission of a SF-425 Federal Financial Report (FFR) and semi-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: 6/30 and 12/31. For final the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be
submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS Awarding Officer with a copy to the NPS Agreements Technical Representative via email.

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

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

C. ICMS Catalog Records. Databases containing final new and updated ICMS catalog records will submitted by the Recipient to the ATR semi-annually beginning in December 2015.

D. Linked Data. LTRR will notify the ATR when data links are complete. The ATR will review the linked data on-line.

E. Park-Specific Archeological Summary Data Reports. An electronic version (pdf) of the final report for each park and five (5) hard copies will be submitted to the ATR.

F. Labeled Specimens. LTRR will notify the ATR when labels have been affixed to all specimens. The ATR will review specimens in the LTRR storage area.

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:**


    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](http://www.ecfr.gov), 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](http://www.ecfr.gov),

   (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 Delegation Letter

**ARTICLE XII- SIGNATURES**

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

**FOR RECIPIENT**

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**FOR THE NATIONAL PARK SERVICE**

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