

Task Agreement Number P15AC01071/UAZCP-307

Under

Cooperative Agreement P14AC00921

Between

The United States Department of the Interior

National Park Service

And

University of Arizona Board of Regents

DUNS No: 806345617

P.O Box 3308

Tucson, AZ 85722

CFDA: 15.945

Project Title: Continue Cataloging and Making Archival Collections Publicly Accessible

Park Unit: Western Archeological and Conservation Center (includes Great Sand Dunes National Park and Preserve, Grand Teton National Park, Intermountain Region Cultural Resources, Lake Meredith National Recreation Area, WASO Cultural Resources Program, WASO Paleontology Program, and the Western Archeological and Conservation Center)

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Amount of Federal Funds Obligated: \$222,433

Total Amount of Task Agreement Award: \$222,433

Funding source: ONPS Base and NR and P

Period of Performance: July 15, 2015 – December 31, 2019

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 University of Arizona Board of Regents (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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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: Continue Cataloging and Making Archival Collections Publicly Accessible

Project Description: This project provides an archives-focused educational work experience for archives, library, and digital information students which will complement classroom instruction through continuing efforts to catalog archival collections and improve park and public access to archival information. Graduate students, in cooperation with archivists from the Intermountain Region Museum Services Program will process, arrange, rehouse, and catalog an estimated 540_linear feet (864,000 items) of archival collections into the Interior Collections Management System and prepare finding aids to facilitate use. Students will respond to an estimated 1,000 requests for information about the National Register and National Historic Landmarks records temporarily housed in Tucson, Arizona, and digitize one small photograph collection, applying the National Archives and Records Administration guidelines for digital products. Students will experience archival preservation efforts by rehousing a wide variety of archival formats and preparing migration recommendations for audio and video recordings. Students also will develop a prototype Collections Guide for Paleontological and Geological Records from three parks in the Greater Yellowstone Network. This project will provide an ideal forum for students to acquire diverse skills related to the management of archival, library, and digital information and strategies for making those resources available to multiple audiences, while enhancing the students' employability in the public or private sector.

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 National Park Service (NPS) creates resource management records in the course of daily business which are considered permanent and must be managed in perpetuity. These records incorporate the long history of assembling data on and managing park cultural and natural resources during

the past century. They also involve records of the development and implementation of cultural and natural resources programs for the nation that are under the jurisdiction of the NPS. Agency records management over the past three decades has declined, leaving a complex and fragmented mix of temporary and permanent records. Over 40% of known agency archives are uncataloged. The need to utilize information in these inaccessible records grows daily.

The Intermountain Region Museum Services Program of the NPS manages the Western Archeological and Conservation Center (WACC) in Tucson, Arizona, to curate archives and museum collections on behalf of parks, the region, and selected national programs. This facility houses over 6 million archival items from 70 western parks as well as WACC's own extensive archival collections and provides research access to these holdings. Archives are increasing at a rate of about 750,000 items annually. WACC also functions as a project center where archives are processed, arranged, rehoused, and cataloged, and discovery tools, such as finding aids and inventories, are developed to improve public access. Collections also are prepared for digitization and appropriate metadata developed; small collections are scanned on-site. Archivists stationed at WACC also provide assistance to parks and programs in identifying and assembling archival and library collections, and improving accountability for and access to them.

The University of Arizona School of Information Resources and Library Science (SIRLS) offers comprehensive undergraduate and graduate degree programs of study that include library, archival, and digital information-based perspectives, a combination that is uniquely suited to addressing the problems and opportunities recognized with NPS records. Graduate requirements include internships to provide the practical experience to balance the theoretical perspectives presented in the coursework.

SIRLS has successfully collaborated with the Intermountain Region Museum Services Program at WACC over the past five years under UAZCP-293, UAZCP-299, UAZCP-305, and UAZDS-418 to process, arrange, rehouse, and catalog over 600 linear feet of records (nearly 1 million items), catalog park libraries, provide library and archives reference assistance, and digitize more than 100 linear feet of permanent records under various CESU task agreements. These projects have supported internships for many students.

Objectives and Methodology: SIRLS and the WACC archives and library staff will collaborate on the following archives-focused educational work experience opportunities for archives, library, and digital information students that will complement classroom instruction through continuing efforts to catalog archival collections and improve access to information. Many of these

specific work efforts represent continuations of projects funded under previous Task Agreements. The work will be conducted at WACC. To provide a diverse student experience, this joint effort will be directed in the following areas:

Archival Processing and Cataloging: Students, in cooperation with archivists at WACC, will process, arrange, catalog, and prepare for permanent storage an estimated 540 linear feet (LF) of archives and develop finding aids for the collections. These diverse collections include records from Grand Teton National Park (50 LF of Planning Records), Lake Meredith National Recreation Area (70 LF of Resource Management Records), Mesa Verde National Park (15 LF of Civilian Conservation Corps Records), Rocky Mountain National Park (15 LF of Cultural and Natural Resource Management Records), Cultural Resources Program, Washington Office (375 LF of Historic Structures Program Records), and WACC (15 LF of the Southwestern National Monuments Collection). The ATR will select additional collections for processing as time permits. The records are highly fragmented and will present challenging opportunities for students to apply records management and archival principles and appraisal skills.

The students will appraise these archives, analyzing materials for historical, administrative, financial and/or legal value; apply relevant NPS and National Archives and Records Administration (NARA) records schedules, and determine provenance using professional appraisal theory and specific guidelines such as Director's Order 19. Students will conduct background research as necessary to understand the nature of the records, the original function and order, and the context of creation and use. Archival material will be processed and arranged into appropriate series, sub-series, and/or file units per the processing plans developed by Intermountain Region Museum Services Program archivists, the *Processing and Cataloging Handbook* requirements, and best professional practices. Students will catalog the collections by completing all necessary screens in the Interior Collections Management System (ICMS) archives module, ensuring that data entry conforms to local protocols defined in the *Processing and Cataloging Handbook*. Finding aids will be developed using templates in ICMS supplemented by historical research for the biographical or historical statement. Students will complete rehousing and labeling of the archival collections to maximize long-term preservation and assemble the Archival Control File as defined in local protocols. WACC archivists will provide considerable training to students in working with these collections in both a team and individual setting to achieve well processed, properly arranged collections that are properly housed for long-term preservation and have effective finding aids.

Reference Assistance: The objective of this effort is to provide reference assistance for the records of the National Register of Historic Places and the National Historic Landmarks Program, which contain information on over 90,000 historic properties in a variety of formats including text, photographs, and maps, and are located temporarily at WACC. Cultural Resource Program staff in the Washington Office, from which the records originated, require access to information in these records to complete their ongoing work. The records are fragmented and some information will be challenging to locate. An estimated 1,000 reference requests are anticipated.

Students will find the requested information, digitize it in the order in which it appears in the file using established scanning protocols for the “Gift to the Nation Project,” provide the electronic files to the research coordinator and refile the original records. The WACC librarian will provide training in search techniques and scanning protocols, which differ from the digitization protocols below.

Preservation Activities: Planning for and executing preservation efforts to maximize the longevity of archival collections is a key focus of the museum program. This set of activities is designed to plan for the migration of audio and video formats, which range from stable to unstable, that are stored at WACC and to rehouse audio and video recordings and a wide variety of images that provide critical resource documentation in the records of the National Register of Historic Places and the National Historic Landmarks Program.

Students will examine an estimated 2,500 audio and video materials, recording on a spreadsheet the original format; what copies exist, if any; and estimated migration approach and cost. Archivists will provide training in format identification, migration options, and how to estimate cost. Students also will rehouse the audio and video materials in acid-free boxes and create appropriate labels. The storage of an estimated 15,000 photographs will be upgraded by placing them in acid-free enclosures per the “Gift to the Nation” protocols.

Prototype Collections Guide: Consolidating information about archival collections held by the large number of dispersed NPS units is particularly challenging. This effort to develop a prototype guide to paleontological and geological program records has the potential for application servicewide. The focus of the prototype is the paleontological and geological resources of the parks in the Greater Yellowstone Network (Bighorn Canyon National Recreation Area, and Grand Teton and Yellowstone National Parks). This is an unusual opportunity to combine research and digital presentation for public use. The guide will create a descriptive list of references related to

paleontological and geological resources within these three units and direct users to digitized versions that may exist on the NPS Data Store.

Students will assemble a brief description of each study, the format of the physical archives, title, author or principle investigator, date of publication, copyright owner, and physical location of these references. Students, in cooperation with NPS archivists, will develop the format for the guide and produce the final copies.

Digitization: Digitization of records to provide effective staff and public access is becoming increasingly expected as part of normal business operations. Despite the need, digital information often is of variable quality, and often limited use, because records are poorly organized, metadata is absent, and quality control is poor. The objective of the digitization effort is to provide specific opportunities to apply NARA digitization guidelines, including metadata application and quality control, to the development of digital products suitable for public use. One collection, containing approximately 400 black and white photographs from Great Sand Dunes National Park and Preserve will be digitized.

Students will scan the photographs and attach metadata using NARA guidelines and locally defined processes. Quality control will be performed on the digital files. The WACC librarian will provide training on local scanning equipment and processes.

- B. Project schedule and products: The following products are required. The ATR will involve WACC archivists and the librarian in reviewing draft products and notify SIRLS of any issues that must be rectified within 30 days of receipt for all products except Reference Requests for National Register and National Historic Landmarks Information, which will occur within 5 days. Deadlines indicated refer to final products. The Recipient should ensure that draft products are submitted in sufficient time to achieve these deadlines.
1. Processed, Arranged, and Rehoused Archival Collections. Each collection will be processed and arranged in accordance with the processing plan developed by NPS archivists, organized and labelled in acid-free boxes and enclosures provided by the NPS. Complete rehousing the National Register and National Historic Landmarks photographs by September 30, 2017, and processing, arranging, and rehousing for all other collections by June 30, 2018.
 2. Catalog Records for Archival Collections. Each collection will be cataloged in accordance with the protocols developed in the *Processing and Cataloging Handbook* into the Archives Module of ICMS at the file

unit level. One electronic catalog record for each archival collection entered into ICMS will be submitted. Complete final cataloging for all collections by August 15, 2019.

3. Finding Aids for Archival Collections. Finding aids will be generated for each archival collection using the template in the Archives Module of ICMS. Complete final finding aids for all collections by August 15, 2019.
4. Reference Requests for National Register and National Historic Landmarks Information: One electronic copy (pdf) of the information for each request will be provided within two weeks of receiving the request.
5. Audio and Video Migration Spreadsheet: One hard copy and one electronic copy in Excel format of the spreadsheet containing the inventory and migration data on audio and visual materials will be provided. Complete the final spreadsheet by June 30, 2016.
6. Prototype Collections Guide for Paleontological and Geological Program Records: A formatted guide containing the reference data will be produced for three parks in the Greater Yellowstone Network. Complete the final guide by March 31, 2016.
7. Digitized Photographs: Digitized photographs with attached metadata will be produced for Great Sand Dunes National Park and Preserve. One electronic copy of all photographs, following quality control, will be provided to the WACC librarian. Complete digitization by September 30, 2016.
8. Final Report. The final report with a separate abstract will summarize all work completed including final counts of accomplished tasks. One electronic (pdf) and one hard copy of the final report will be submitted. Complete draft final report by August 31, 2019 and the final report by September 30, 2019.

C. Recipient agrees to:

1. Collaboratively undertake a project titled "Continue Cataloging and Making Archival Collections Publicly Accessible" as described throughout this Task Agreement.
2. Provide the services of undergraduate and graduate students to complete the work.

3. Improve accountability for, preservation of, and access to an estimated 540 LF of agency archives using the methods and protocols identified under Article III, Section A, Archives Processing and Cataloging.
4. Provide information to fulfill an estimated 1,000 reference requests for information from National Register and National Historic Landmarks records temporarily at WACC using the methods and protocols identified in Article III, Section A, Reference Requests.
5. Inventory audio and video materials and define migration needs, and upgrade storage for audio and video material and photographs using approach identified in Article III, Section A, Preservation Activities.
6. Prepare a prototype collections guide for paleontological and geological program records in a format jointly developed with the NPS using the approach identified in Article III, Section A, Prototype Collections Guide.
7. Digitize historic photographs using the methods and protocols identified in Article III, Section A, Digitization.
8. Prepare the final project report in cooperation with NPS.
9. Rectify problems with products identified during NPS reviews.
10. Comply with NPS personal identity verification procedures that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201 and insert paragraph 13 of this Article in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.
11. Not reveal locations of any archeological or cultural resources in any publically released products unless granted written permission to do so by the ATR, and not retain this location information past the time necessary to complete this project.
12. 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. T&E location information will not be retained past the time necessary to complete this project.

13. 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 SIRLS as provided in Article VI. The budget, included as Attachment A, is incorporated in this Task Agreement.
2. Select the archival collections to be addressed by this project.
3. Identify and assemble the archival collections from parks and programs to be processed, cataloged, and digitized; complete pest management for incoming collections; develop modifications to processing plans as necessary; obtain accession and catalog numbers; coordinate the review of arranged and rehoused collections, draft catalog records, and finding aids; and deliver discovery tools such as finding aids to parks and programs.
4. Coordinate receipt, scheduling, and closure of reference assistance requests for information on National Register and National Historic Landmarks records temporarily located at WACC, including referrals to NARA for records that already have been returned.
5. Train students in applying the protocols for processing, arranging, cataloging, rehousing, and digitizing records; in developing metadata and finding aids, and in format and mitigation requirements of audio and video materials.
6. Work with SIRLS to develop a format for the Prototype Collections Guide for Paleontological and Geological Program records.
7. Provide technical consultation throughout the ongoing work.
8. Review all products and the final project report and provide SIRLS with corrections needed to meet standards.
9. Provide space at the Western Archeological and Conservation Center, Tucson, AZ, and equipment, including government laptop or desktop computers and network access, for all work.
10. Determine rehousing strategies and provide all supplies necessary for rehousing and other aspects of the project.
11. Coordinate access to archives repositories necessary for the conduct and completion of this project.

12. Collaborate with SIRLS on a final report summarizing the project.
13. Complete background investigations deemed necessary for any SIRLS staff provided access to NPS facilities or computers.
14. Notify SIRLS 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. NPS is then responsible for permanently archiving this protected information, as the SIRLS will not retain it past the life of the project.
15. Fully acknowledge SIRLS 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 December 31, 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:

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Technical Expert:

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Technical Expert:

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Awarding Officer:

Todd Wilson
Financial Assistance Officer
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CPCESU Research Coordinator:

Todd Chaudhry, Ph.D.
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2. **For Recipient:**

Principal Investigator:

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- 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 \$222,433 for the work described in Article III and in accordance with the approved budget (Attachment A). Any award beyond the current fiscal year is subject to availability of funds.
- B. Recipient shall request payment in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's ASAP system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the FA Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting payment requests for available cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the U.S Treasury ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior Agency (NPS) approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they

submit a request for payment. The Recipient must then notify the NPS Awarding Officer identified on the Assistance Agreement that a payment request has been submitted. The NPS Awarding Officer may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

ARTICLE VII – REPORTS AND/OR DELIVERABLES

- A. Specific projects or activities within this agreement will be tracked and reported by quarterly submission of a SF-425 Federal Financial Report (FFR) and annual submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. For final the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS Awarding Officer with a copy to the NPS Agreements Technical Representative via email.
- 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. Processed, Arranged, and Rehoused Archival Collections will be submitted by the Recipient to the ATR who will provide for their permanent care in the museum collections.

- D. Catalog Records for Archival Collections. One final electronic catalog record for each archival collection entered into ICMS will be submitted by the Recipient to the ATR who will be responsible for providing the record to the appropriate park or program.
- E. Finding Aids for Archival Collections. Two bound hard copies and two electronic copies (pdf) for each archival collection will be provided to the ATR who will be responsible for delivering the documentation to the appropriate park or program.
- F. Reference Requests for National Register and National Historic Landmarks Information. One electronic copy (pdf) of the information for each request will be provided to the WACC librarian.
- G. Audio and Video Migration Spreadsheet: One hard copy and one electronic copy in Excel format of the spreadsheet containing the inventory and migration data on audio and visual materials will be provided to the ATR.
- H. Prototype Collections Guide for Paleontological and Geological Program Records: Ten (10) bound hard copies and one electronic copy (pdf) of the formatted guide containing the reference data for three parks in the Greater Yellowstone Network will be provided to the ATR.
- I. Digitized Photographs: One electronic copy (pdf) of each photograph will be provided to the WACC librarian.

ARTICLE VIII – MODIFICATION AND TERMINATION

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

ARTICLE IX – GENERAL PROVISIONS

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

- a) **Administrative Requirements:**

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

b) Determination of Allowable Costs:

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

and

c) Audit Requirements:

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

**ARTICLE IX. - 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.

(5) 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.

(6) 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.

(7) 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.

(8) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(9) 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. SF-424s

ARTICLE XI - SIGNATURES

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

FOR RECIPIENT

Name
Title

Date

FOR THE NATIONAL PARK SERVICE



Todd Wilson
Awarding Officer

7/9/15

Date