

Task Agreement Number P15AC01640/UNM-117

Under

Cooperative Agreement P14AC00921

Between

The United States Department of the Interior

National Park Service

And

Regents of the University of New Mexico

1 University of New Mexico

Albuquerque, NM 87131-0001

DUNS No: 868853094

CFDA: 15.945

Project Title: Student experience in national trails landscape architectural development activities.

Park Unit: NTIR

PI:

Alf Simon
Landscape Architecture Department
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ATR:

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Amount of Federal Funds Obligated: \$25,098

Total Amount of Task Agreement Award: \$25,098

Funding source: NTIR

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

Student Involvement: Yes

Sensitive Information: Yes

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 Regents of the University of New Mexico (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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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: Student experience in national trails landscape architectural development activities

Project Description:

A student intern(s) enrolled at the University of New Mexico through the Landscape Architecture Program, School of Architecture and Planning, will work with NTIR landscape architecture trail design and development team on a broad array of projects concerned with the preservation and development of national historic trails for public use.

Student intern(s) enrolled at the University of New Mexico through the Department of Landscape Architecture, will work with NTIR in trail planning design and development activities that further the public use, interpretation, development, and protection of the Oregon, Mormon Pioneer, Santa Fe, Trail of Tears, California, Pony Express, El Camino Real de Tierra Adentro, Old Spanish, El Camino Real de los Tejas national historic trails; and the Route 66 Corridor Preservation Program.

All tasks as part of this scope of work are intended to enhance the student(s) skills and contribute toward his/her education, while helping fulfill the goals of the national trails system. As part of the work, the student(s) will be introduced to, and at times work with, various entities and professionals, including municipalities, state and federal agencies, private landowners, and other stakeholders or partners involved with landscape architecture and the development of the national historic trails.

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: A student intern(s) enrolled at the University of New Mexico through the Landscape Architecture Program, School of Architecture and Planning, will work with NTIR landscape architecture trail design and development team on a broad array of projects concerned with the preservation and development of national historic trails for public use.

Student intern(s) enrolled at the University of New Mexico through the Department of Landscape Architecture, will work with NTIR in trail planning design and development activities that further the public use, interpretation, development, and protection of the Oregon, Mormon Pioneer, Santa Fe, Trail of Tears, California, Pony Express, El Camino Real de Tierra Adentro, Old Spanish, El Camino Real de los Tejas national historic trails; and the Route 66 Corridor Preservation Program.

All tasks as part of this scope of work are intended to enhance the student(s) skills and contribute toward his/her education, while helping fulfill the goals of NTIR. As part of the work, the student(s) will be introduced to, and at times work with, various entities and professionals, including municipalities, state and federal agencies, private landowners, and other stakeholders or partners involved with landscape architecture and the development of the national historic trails.

- B. Project schedule and products:

- Plans, drawings, design graphics or landscape architecture products for project work to be done provided to the NPS ATR or Technical Expert – On mutually agreed dates throughout project (determined during the performance period jointly by ATR and PI); Final files received no later than 9/30/2016
- Draft Final Report, summarizing agreement activities, due not later than 9/1/2016
- Final Report, summarizing agreement activities, due not later than – 9/30/2016

- C. Recipient agrees to:

1. Provide student(s) to work part-time in support of the National Trails Intermountain Region (NTIR) office landscape architecture and trail development activities. Activities will include landscape architectural design work and other support for site or trail development and signing projects along the nine national historic trails (Oregon, Mormon Pioneer, Santa Fe, Trail of Tears, California, Pony Express, El Camino Real de Tierra Adentro, Old Spanish, and El Camino Real de los Tejas National Historic Trails). The student(s) shall work part-time for regular semesters and up to full-time for the summer term.
2. Collaborate with NTIR landscape architects and other project partners on site design work for selected national historic trail sites, including participating in charettes or design workshops and conceptual level planning, producing design details, and creating presentation graphics and/or construction documents as applicable.
3. Collaborate with NTIR landscape architects other project partners on trail development plans, including conceptual level planning, producing design details, and creating presentation graphics and/or construction documents as applicable.
4. Provide assistance to trail partners or NTIR landscape architects with the development and implementation of national historic trail sign plans.
5. Attend site visits and project meetings associated with national historic trail projects on which the UNM student is working, as feasible.
6. Communicate regularly with NTIR landscape architects on project(s) progress.
7. Provide space and equipment to students and NPS employees in support of this Cooperative Agreement.

D. NPS agrees to:

1. Provide background information for assigned UNM student(s) to become familiar with the National Trails System and NPS.
2. Provide materials and guidelines needed for assigned UNM student(s) to effectively collaborate with NTIR staff and trail partners, such as sign planning tools, graphic standards and templates, and examples of past project work.
3. Collaborate with the UNM student(s) in project planning, design work, and other project activities.
4. Provide guidance, advice, and mentorship to the student(s) related to project work.
5. Review, discuss, and approve student work on a regular basis.
6. Provide student(s) with an overview of the NPS, its mission and internal programs, and how landscape architecture has been and continues to be a part of this mission.

7. Provide an opportunity for the student(s) to enhance their landscape architectural skills and gain experience in working with many public and private entities in a professional capacity.
8. Designate an employee who shall act as a technical liaison with the UNM. The NPS liaison will represent the interests of the NPS and will provide assistance to the UNM that is within the scope of this agreement.
9. Communicate regularly with UNM via email, telephone calls, and /or physical meetings throughout duration of task project stages.
10. Provide a temporary work station for the intern at the NTIR and/or UNM office facilities

E. Both NPS and UNM agree to:

1. Cooperate to the fullest extent in all activities related to the survey and condition assessment work to assure that the efforts of each party are coordinated in order to mutually complete a desirable and workable product. The parties will meet frequently for the purpose of discussing individual actions on the project and to assess progress made on the project.
2. Abide by the terms of Executive Order # 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, age, sex, or national origin. The parties will take affirmative action to ensure that participants are invited without regard to their race, color, religion, age, sex, or national origin.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on September 15, 2015 and extend through September 30, 2016.

ARTICLE V – KEY OFFICIALS

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

1. **For the NPS:**

Agreement Technical Representative:

Frank Norris, Ph.D.
Historian
National Park Service
PO Box 728
Santa Fe, NM 87504
Phone: 505-988-6005

Fax: 505-986-5214

Email: frank_norris@nps.gov

Technical Expert:

Steve Burns
National Trails Intermountain Region
National Park Service
PO Box 728
Santa Fe, NM 87504
Phone: 505-9886737
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Awarding Officer:

Kelly Adams
Grants Management Specialist
National Park Service
IMR - IMRO
12795 W. Alameda Parkway
Lakewood, CO 80228
(303) 969-2303
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CPCESU Research Coordinator:

Todd Chaudhry, Ph.D.
Research Coordinator
Colorado Plateau Cooperative Ecosystem Studies Unit
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Northern Arizona University
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2. **For Recipient:**

Principal Investigator:

Alf Simon
Landscape Architecture Department

Professor / Associate Dean for Research
MSC 04-2530
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Phone: 505-277-4120
Email: asimon@unm.edu

Administrative Contact:

Timothy Wester
Contract and Grant Administrator
The University of New Mexico
Office of Sponsored Projects
Main Campus & Branches
1700 Lomas NE, Suite 2200
MSC01 1247
Albuquerque, NM 87131.0001
(505) 277-0591
twester@unm.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 \$25,098 for the work described in Article III and in accordance with the approved budget (Attachment A). Any award beyond the current fiscal year is subject to availability of funds.
- B. Recipient shall request payment in accordance with the following:

1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's ASAP system.
2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the FA Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
4. **Adjusting payment requests for available cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the U.S Treasury ASAP system by the FA Recipient.
6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior Agency (NPS) approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Awarding Officer identified on the Assistance Agreement that a payment request has been submitted. The NPS Awarding Officer may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

ARTICLE VII – REPORTS AND/OR DELIVERABLES

- A. Specific projects or activities within this agreement will be tracked and reported by quarterly submission of a SF-425 Federal Financial Report (FFR) and quarterly submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31.

Each quarterly Performance Report will include:

- A summary of overall progress on the work plan, including results to date;
- Any problems or favorable or unusual developments;
- Other information pertinent to this Agreement.

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. **Project Specific Reporting:**

- Plans, drawings, design graphics or landscape architecture products for project work to be done provided to the NPS ATR or Technical Expert – On mutually agreed dates throughout project (determined during the performance period jointly by ATR and PI); Final files received no later than 9/30/2016
- Draft Final Report, summarizing agreement activities, due not later than 9/1/2016

- Final Report, summarizing agreement activities, due not later than – 9/30/2016

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.

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

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

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

“Worker”—

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

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

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

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

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

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

(b) *Executive Order Minimum Wage rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3)(i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social

security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.

(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(7) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 C.F.R. § 10.23](#), Deductions.

(8) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(9) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

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

(11) The Recipient shall follow the policies and procedures in [29 C.F.R. § 10.24](#)(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. § 213\(a\)](#) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(a\)](#).

(B) Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(b\)](#).

(C) Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. § 213\(a\)\(1\)](#) and [29 C.F.R. § part 541](#)).

(d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically

may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of [29 C.F.R. § 10.26](#) and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding*. The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes*. Department of Labor has set forth in [29 C.F.R. § 10.51](#), Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at [29 C.F.R. § 10](#). Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

(k) *Subawards*. The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

ARTICLE X – ATTACHMENTS

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

- A. Detailed Budget
- B. 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

Julian Sandoval
Chief Financial Services Officer

Date

FOR THE NATIONAL PARK SERVICE



Kelly Adams
Awarding Officer

9/8/15

Date