

Task Agreement Number P15AC01193/USUCP-76

Under

Cooperative Agreement P14AC00921

Between

The United States Department of the Interior

National Park Service

And

Utah State University

DUNS No: 072983455+0000

2400 Old Main Hill

Logan, UT 84322-0001

CFDA: 15.945

Project Title: Protect Visitor Experience, Health, and Historic Structures via Wildlife Exclusion at Bryce Canyon – Phase 3 Protecting Visitor Experience

Park Unit: Bryce Canyon National Park

PI: Dr. Nicole Frey, Extension Assistant Professor, Utah State University, 5230 Old Main Hill, Logan, UT 84322, Phone:435-586-1924, Fax: 435-865-8605; email: nicki.frey@usu.edu [mailing address: Biology Dept., SUU; 351 W. University Blvd., Cedar City, UT 84720

ATR: Jeff Stock, 435 834-4731

Amount of Federal Funds Obligated: \$16,167

Total Amount of Task Agreement Award: \$16,167

Funding source: Fees (80% REA)

Period of Performance: July 1, 2015- September 30, 2016

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 Dr. Nicole Frey, Utah State University (hereafter referred to as ‘Recipient’) for the purpose of providing research, technical assistance, and/or education, as described below. Unless otherwise specified herein, the terms and conditions as stated in the Cooperative Agreement will apply to this Task Agreement.

For performance under this task agreement, the regulations set forth in 2 CFR, Part 200, supersedes OMB Circulars A–21 (2 CFR 220), A–87 (2 CFR 225), A–110, and A–122 (2 CFR 230); Circulars A–89, A–102, and A–133; and the guidance in Circular A–50 on Single Audit Act follow-up. The recipient shall adhere to 2 CFR, Part 200 in its entirety

in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement. In the event of a conflict between the original terms of the master agreement and 2 CFR, Part 200, relating to this task agreement, 2 CFR, Part 200 shall take precedence.

Project Title: Protect Visitor Experience, Health and Historic Structures via Wildlife Exclusion at Bryce Canyon

Project Description:

The project will provide benefits beyond the core mission of the National Park service by increasing public awareness and support for historic preservation and stewardship of cultural and historic sites, providing opportunities for youth to learn about environmental issues within Bryce Canyon National Park, motivating youth to become more involved in natural, cultural, and historic conservation efforts, and providing scientific information to researchers and others related to the natural, cultural, and historic resources of Bryce Canyon National Park.

This project represents Phase 3 of an expanded research effort based on an initial pilot study investigating wildlife use of historic structures at Bryce Canyon National Park. A visitor survey will be distributed to tourists throughout the study season. Questions will address basic demographic information as well as reasons for visiting the park, attitudes towards wildlife, and perceptions of acceptable behavior when interacting with wildlife. Additionally, we will continue an observational study documenting human-wildlife interactions in high-use areas of the park. The results of this questionnaire will inform Resource Management staff about attitudes, perceptions, and activities of visitors when encountering wildlife. Additionally there is interest in how often park visitors are approaching or harassing Utah prairie dogs, a federally Threatened species. As in phase 1 and 2, monitoring of wildlife use of historic structures will also take place to assess the success of the exclusion renovations and will address any new wildlife conflicts which may arise during the performance period.

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:

Introduction

Bryce Canyon National Park (BRCA) is famous not only for its scenic vistas and colorful rock formations but also as an excellent place to view, and sometimes interact with, wildlife. The National Park Service (NPS) aims to protect natural and cultural resources, in addition to, allowing for opportunities for visitors to enjoy them. There are a number of potential negative consequences of these wildlife interactions for both the visitors and the wildlife involved (Orams, 2002). Additionally, occupation of historic structures by wildlife can also cause undesirable conflicts.

In areas of especially high visitation there has been an increase in the number of human-wildlife interactions resulting in unacceptable levels of wildlife feeding, wildlife attacks including bites, and the potential for interspecific disease transmission. The most prevalent wildlife species involved in human-wildlife interactions at BRCA are golden-mantled ground squirrels, least chipmunks, western chipmunks, Steller's jays, Clark's nutcrackers, and common ravens. BRCA has an interpretive program that includes educational programs and signs to encourage positive human-wildlife interactions and reduce harmful interactions. However, potentially negative interactions continue to occur. Unknown are the attitudes and perceptions of visitors regarding appropriate interactions with wildlife and perceived impacts of recreation on wildlife populations. Without this knowledge it is difficult to gauge which management actions will work best to educate and motivate visitors to be conscious of their effect on wildlife and comply with local regulations regarding interactions.

Visitors' actions not only alter the natural habitat of wildlife but also influence their behavior in a number of different ways over a large spatial and temporal scale. When wildlife modifies their behavior on any temporal or spatial scale to avoid encounters with humans they are utilizing an avoidance behavior. Habituation is the loss of fear of humans and usually occurs as a result of multiple stimuli encounters that do not lead to any negative outcomes (Whittaker & Knight, 1998). For example, many large ungulates in heavily visited areas of national parks no longer flee from vehicles or humans on foot due to the loss of a perceived threat from humans.

One of the resulting effects of increased recreational use of wild lands is an increase in human-wildlife conflicts. A human-wildlife conflict occurs in situations where a disturbance has become chronic and humans, wildlife, or both are being negatively impacted. A disturbance could be deer fleeing from a lone hiker while a conflict could be a landowner building a house in wintering habitat for deer and the deer adapting to eat ornamental or garden plants during cold months. The majority of human-wildlife conflict studies have focused on large mammals, especially carnivores, however small mammals account for the largest number of human-wildlife conflicts recorded in the United States annually (Conover, 2001). While conflicts associated with small mammals do not have the same potential to result in serious injury or human deaths as conflicts with large

mammals, they can result in minor injuries, infections, and interspecific disease transmission. Recent outbreaks of plague and Hantavirus in Grand Canyon National Park and Yosemite National Park, respectively, have drawn national attention to the potential threat of human-wildlife interactions with infected small mammals and forced NPS managers to develop new practices for dealing with this threat.

In heavily visited, easily accessible natural areas, the potential for habituation of wildlife increases especially if there is an expected benefit such as anthropogenic food sources. In front country settings direct management in National and state parks is often used to regulate visitor behavior through signage or enforcement (Manning, 2011) but limited resources make it difficult to effectively control issues such as wildlife feeding. Some studies have shown that fear-provoking messages (i.e. the personal dangers of interacting with wildlife) are more effective than moral messages (i.e. long term harm of feeding on wildlife) but factors such as species and location can influence effectiveness (Hockett & Hall, 2007).

Bryce Canyon National Park continues to see an increase in visitation with the vast majority of visitors spending time at a small number of sites within the park. For example, a 2009 survey showed that 89% and 84% of total visitors visited Sunset Point and Sunrise Point, respectively (Holmes et al., 2010). In these highly visited sights the wildlife communities have become heavily habituated to the presence of humans and animals feed opportunistically on anthropogenic food sources (personal comm., C.Wildermuth, project wildlife technician). A pilot study conducted in 2013 revealed that BRCA visitors are actively feeding wildlife, resulting in less fearful animals and occasional biting of humans (USUCP-70; USUCP-73).

Goals and Objectives

The goal of this study is to obtain information on the level of human-wildlife interactions occurring at BRCA and the attitudes of visitors toward wildlife that might influence these interactions. Objectives of this study include determining which species show the greatest tolerance for human presence and habituation and, consequently which species may pose the greatest human-wildlife conflict risks. In addition, this study will determine which locations have the greatest risk for negative human-wildlife conflicts and identify potential solutions (i.e. interpretive messaging, enclosure methods, ect.)

Findings from the study will be presented to the National Park Service in order to allow them to better inform management decisions relating to human-wildlife interactions. Additionally, this information will inform Resource Management staff about the expectations and attitudes of park visitors towards wildlife.

Methods

Human –Wildlife Interactions Observational Study

This study has been developed to assess human-wildlife interactions in Bryce Canyon National Park. Researchers will observe encounters between park visitors and wildlife and record data that will be analyzed by December of 2015 as part of a Master's thesis. Findings will be presented to the National Park Service.

At least ten locations within the park will be used for the study, in accordance with discussions with Resource staff, and time blocks have been established during the most likely periods of wildlife activity throughout the day. A random number generator was used to create pairings of location and time. Approximately 12 hours of observations will take place each week in 3 to 4 hour blocks for 3 or 4 days.

During the entire one hour time block, a researcher will be present and record all human-wildlife encounters within the designated area except when the same individual visitor or group has more than one encounter with wildlife during the same observation period. In that case only the first encounter will be recorded. Researchers will record encounters but will not interact or interfere with either visitors or wildlife during the study. Locations were chosen based on areas of high visitor use (popular lookouts and picnic areas) where the researcher can openly observe interactions in these busy, public areas. We avoided any locations that could be considered private areas such as campgrounds.

Interactions are ranked as non-food interactions or food interactions and are defined below. These interactions can be further divided into positive and negative for both the humans and wildlife involved based on outcome.

Non-food interactions

Respect is a situation where both the human and the wildlife tolerate each other for a brief time then the human moves on. Record the distance between the human and the wildlife at the encounter.

Fear is a situation where the human responds with fear of the wildlife, either by yelling at the animal, "shooing" the animal, or running away from the animal. Record the distance between the human and the wildlife at the encounter.

Pursue is a situation where the human follows or walks toward the wildlife after the initial encounter, the wildlife is avoiding, showing alarm or running away from the human. Record the distance at first encounter.

Food-interactions

Steal is a situation where wildlife steals food from humans without provocation from humans.

Beg is a situation where the wildlife approaches the human and begs for food. Record whether or not the human feeds the wildlife or shoos it away.

Feed is a situation in which a human initiates the encounter by approaching the animal with food.

For each encounter, the time, number of visitors in the group, species and number of animals, and approximate distance between the two will be recorded. Any interpretive signs in the area regarding wildlife will also be noted and approximate distance to encounter estimated. Any observed resistance to the encounter by individuals within the group or other visitors will be recorded under comments.

Visitor Survey

The purpose of the proposed questionnaire is to explore:

- The perceptions of the visitors regarding what wildlife they'd like or expect to see;
- Their level of understanding of wildlife interactions;
- Their level of understanding of appropriate behaviors around wildlife, including small mammals;
- The level of participation in interpretive programs about wildlife, and if these programs result in desired visitor behavior.

We will approach visitors within BRCA and ask them to participate in a 10-question survey (OMB Control Number: 1024-0224) that includes questions about a) what wildlife they were expecting to see in BRCA, b) what wildlife they did see during their visit, c) length of stay, d) nationality, e) knowledge of safe behavior around wildlife, and f) participation in interpretive programs. We expect to obtain 500 completed surveys from English speaking participants, and another 200 each from French and German speaking participants. Participants will be encouraged to complete the survey on site, or if completed at another time, to submit the survey to a drop box located in the visitor center.

In addition to analyzing the questionnaire to detect trends, we will also analyze this questionnaire by comparing the results to the types of observed human-wildlife interactions we recorded in 2014-2015. Our goal is to use the outcome of the questionnaire to explain the types and levels of behavior we recorded. By understanding WHY behaviors may be occurring we can help to create strategic management actions and interpretive programs.

The results of this questionnaire will inform Resource Management staff about attitudes, perceptions, and activities of visitors when encountering wildlife. Of special concern are activities that involve direct interactions between humans and wildlife, and perceptions that this is acceptable behavior. Not only would park staff like to minimize feeding, in consideration of wildlife health, but to reduce any direct contact of wildlife by humans. Any close interaction could result in an animal biting a visitor, exposing them to possible diseases. Animal invading visitors' food can also spread diseases.

The results of this questionnaire will inform Interpretive and Visitor Services about the level of participation in their programs, and if their information is retained and used by visitors during their stay.

Monitoring of Usage of Historic Cabins Post Sealing

Areas previously sealed have been determined to be currently unoccupied as of summer 2014. All wildlife exclosures will be visually surveyed to access if they are functional and remain in place. The wildlife exclosures at historic cabins will be confirmed to be successful with an additional 3 nights of camera trapping (1 camera per site). New potential areas which may host wildlife species will be accessed by visiting each historic cabin on a least on occasion and looking for signs of wildlife presence (scat, guano, tracks, openings, ect.) If evidence of wildlife activity is observed, but no wildlife can be found during site inspections a remote game camera will be posted for 3 days to observe activity. If wildlife use is confirmed a seal or exclosure recommendation will be developed by the PI.

B. Project schedule and products: These products reflect a 3-Year study on wildlife use of historic structures. At the end of the Year 2, 2014 study, an Executive Summary will be submitted to provide an update on efforts to date. Final products will be submitted after the end of Year 3, 2015. In the event that funding is not available to conclude the 3rd year of study, the products listed below will be delivered, as appropriate, to conclude this study.

- Documentation of wildlife intrusion in all Deluxe Cabins, Standard Cabins and the Bryce Lodge via a spreadsheet database (Excel or Access) including photographs, damage assessments and construction/exclusion needs per building. (USUCP-70; USUCP-73)
- Development of a protocol for sealing historic structures against ringtails and similar wildlife. Development of a protocol for translocating ringtail, and other wildlife such as woodrats, chipmunks, and bats, from historic structures into suitable habitat within the park. Protocol will include a safety (Job Hazard) analysis (USUCP-70; USUCP-73)
- Monitoring of previously sealed areas and potential areas which wildlife have moved post-sealing of historic structures and identification of areas in need of sealing.
- Information presented to the appropriate staff to improve and update Bryce Canyon natural resources webpage improvements including information on ringtails, small mammals, and human-wildlife interactions.
- Development of a presentation on the different experiences and expectations of visitors to Bryce Canyon National Park, as regards wildlife and wildlife encounters, based on data collected through observations and visitor survey.
- Publication of findings in a peer-reviewed (or NPS-focused) journal.

Schedule

This historic structure wildlife management and human-wildlife interactions projects began in 2013 (Phase 1 and 2) and will be completed by 2016 during the period of Phase 3. Currently, research described above will be conducted May 2015 – August 2015. The graduate student will continue and complete data analysis by December 2015. The graduate student will create and complete reports by June 2016, with submissions into professional journals at this time as well. All project products, data, and requested outputs will be delivered by September 30, 2016.

C. Recipient agrees to:

- Conduct all research as described above
- Complete all products as described above
- Assist Resource staff with projects related to wildlife in BRCA as needed during the summer months (May – August) of 2015.
- This partnership supports learning opportunities for students at Utah State University/Southern Utah University in the fields of Wildlife Management, Conservation Biology and Cultural Resources Management. The work involved will require an observational study of human-wildlife interactions, administration of a visitor survey to assess attitudes and perceptions towards wildlife and an assessment of wildlife impacts to historic structures, within the Bryce Lodge Cultural District and can assist graduate and undergraduate students with the development of observation skills, database management, statistical analysis and results interpretation. Protocols, guidelines and interpretive materials will be posted on the park's webpage to allow neighboring landowners, local municipalities (Bryce Canyon City) as well as other NPS units and the general scientific community advance wildlife-human structure management in the southwest. Educational materials can be utilized in interpretive programs at the park and area schools in Garfield and Kane counties.

D. NPS agrees to:

- Bryce Canyon NP (Resources Division) and the Cooperator will jointly participate in developing, reviewing and modifying the project study design to ensure all methods are appropriate for the preservation of Bryce's historic structures and investigation of human-wildlife interactions as well as compliant with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and NPS Institutional Animal Care and Use Committees (IACUC) regulations. Seasonal park staff will support wildlife tracking and data collection during the summer field seasons including purchasing additional equipment, maintaining equipment and managing data, as needed. Park staff will review project reports (status and draft reports) and will assist with formatting project deliverables using NPS standards.

- Bryce Canyon NP staff will provide the necessary guidance on NPS standards and procedures pertaining to data collection, park/NPS policies on safety related to wildlife monitoring and will guide the development of appropriate deliverables for the park. Additionally, if extensive damage to buildings is identified during the course of this project, park staff will be critical to addressing immediate public health risk problems. Without this input, a complete and comprehensive wildlife exclusion and public outreach campaign will not be successful.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on the date of final signature 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:

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Program Analyst
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Bryce Canyon National Park
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Technical Expert:

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CPCESU Research Coordinator:

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

Principal Investigator:

Name Dr. Shandra Nicole Frey
Title: Utah State University Extension Assistant Professor
Recipient: Utah State University, c/o Clinton Hortin
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City, State Zip Logan, UT 84322-1415

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Email clinton.hortin@usu.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 \$16,167.00 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. 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.

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.

- (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 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



Kelly Adams
Awarding Officer

7/28/15

Date