Cooperative Agreement H2495090026 is entered into by and between The Arizona Board of Regents for and on behalf of Northern Arizona University (NAU) and the U.S. Department of the Interior, National Park Service (NPS). The cooperative agreement is the result of a national competitive announcement through Grants.gov, to solicit American non-profits organizations through the Service and Conservation Corps Program, to assist The National Park Service in rehabilitation, restoration, and enhancement work.

The National Park Service is committed, through the Service and Conservation Corps Program, to providing educational and work opportunities to young people so that they can gain a better understanding and appreciation of the NPS natural and cultural resources.

ARTICLE I - BACKGROUND AND OBJECTIVES

The National Park System is comprised of 391 areas called "units" covering more than 84 million acres. These units include 58 National Parks, 24 battlefields or military parks, 4 lakeshores, 10 seashores, 18 preserves, 2 reserves, 4 parkways, 122 historical parks or sites, 74 monuments, and 18 recreation areas.

The National Park Service maintains 874 visitor centers and contract stations. In 2006, more than 125 million people attended over 616,000 special events and ranger programs in parks.

The NPS is committed to providing educational and work opportunities to young people so that they can gain a better understanding and appreciation of the NPS natural and cultural resources. It also has been established historically that through partnership agreements between non-profit organization and the Service that these facilities and natural resources can be restored and maintained in an cost effective and efficient manner.

OBJECTIVES:

- Develop a program involving cooperative efforts in cultural and natural resource conservation related to projects such as trail development and maintenance, historic, cultural, forest and timber management, minor construction work, archeological conservation, and native plant habitat restoration and rehabilitation.

- Promote and stimulate public purposes such as education, job training, development of responsible citizenship, productive community involvement, and furthering the understanding and appreciation of natural and cultural resources through the involvement of youth and young adults in care and enhancement of public resources.

- Continue the longstanding efforts of the NPS to provide opportunities for public service, youth employment, minority youth development and training, and participation of young adults in accomplishing conservation-related work.

ARTICLE II – AUTHORITY

- 16 U.S.C. 1g authorizes the National Park Service (NPS) to enter into cooperative agreements that involve the transfer of NPS appropriated funds to nonprofit organizations for the public purpose of carrying out NPS programs.
• 16 U.S.C. 1f Challenge Cost Share Authority, authorizes the NPS to enter into agreements with cooperators for the purpose of sharing costs or services in carrying out authorized functions and responsibilities of the Secretary with respect to any unit or program of the national park system, any affiliated area or any designated National Scenic or Historic Trail. This authority allows the agency to negotiate and enter into cooperative agreements with any State or local Government, organization, institution, individual or other entity. A cooperative agreement may be utilized if there is substantial involvement in the project on the part of the NPS.

• 16 U.S.C. 1723 (c) Public Land Corps, authorizes the Secretary to enter into contracts and cooperative agreements with any qualified youth or conservation corps to perform appropriate conservation projects. "(A) IN GENERAL.—For purposes of entering into contracts and cooperative agreements under paragraph (1), the Secretary may give preference to qualified youth or conservation corps located in a specific area that have a substantial portion of members who are economically, physically, or educationally disadvantaged to carry out projects within the area. "(B) PRIORITY PROJECTS.—In carrying out priority projects in a specific area, the Secretary shall, to the maximum extent practicable, give preference to qualified youth or conservation corps located in that specific area that have a substantial portion of members who are economically, physically, or educationally disadvantaged."

ARTICLE III - STATEMENT OF WORK:

The following Statement of Work – Technical Approach provides the framework for advancing project goals through the Service and Conservation Corps Program.

Individual Task Agreements under Cooperative Agreement H2495090026 will provide project detail through project statements, project plans and budgets developed cooperatively between the NPS (individual National Parks, Monuments, and Recreation Areas) and Northern Arizona University.

Every NAU project will have a detailed, project-specific plan administered by the project leader. Project components will be led by various professionals who have the most expertise in a particular field and location. On-the-ground crew leaders will monitor progress and evaluate the process throughout the life of the project.

Outreach: Outreach to publicize program activities and outcomes will be ongoing through the life of the project. During the final phase, the project curriculum, course materials, and implementation protocols will be made available online in electronic form. Outreach efforts will focus on informing the NPS about the restoration efforts of their resource.

Measuring the Program's Success: The efficacy of the NAU program will be gauged by the success of the individual project workshops as measured by post workshop evaluations completed by participants, NPS restoration site partners, and workshop presenters; as well as by a longitudinal study to determine the number of participants who engage in river restoration or other natural resource conservation work after completing the program. Following each workshop, evaluation results will be compiled into a report summarizing strengths and weaknesses of the workshop and making recommendations for change. These reports will be used by the project team to adapt materials and methods for subsequent project workshops to maximize their value to participants and partners. Results will also be compiled in the annual and final reports to the NPS.

Site Locations: Workshop sites and sites for other projects on NPS lands will be chosen based on criteria that meet the goals and objectives of the program. Regional experts will be employed to share their knowledge of local invasive species, native vegetation, and other relevant expertise and to bring the most pertinent experience to the park.

Cost Control Measures: Best management practices and standard accounting procedures will be applied during regular project reviews to track costs associated with each task.

Health & Safety: Risk and safety concerns will be managed by bringing in the appropriate professionals wherever needed. Safety equipment will be provided; job hazards and protocols for using protective
outerwear will be covered prior to field work. Prior to each day in the field, participants will participate in a safety briefing about the techniques and procedures specific to the site activities. Chainsaws will only be handled by qualified experts who have undergone extensive training. For example, during restoration workshops, participants will be trained in chainsaw safety awareness but they will not handle the equipment.

A. Northern Arizona University agrees to:

1. Develop a program involving cooperative efforts in cultural and natural resource conservation related to projects such as trail development and maintenance, historic, cultural, forest and timber management, minor construction work, archeological conservation, and native plant habitat restoration and rehabilitation.

2. Promote and stimulate public purposes such as education, job training, development of responsible citizenship, productive community involvement, and furthering the understanding and appreciation of natural and cultural resources through the involvement of youth and young adults in care and enhancement of public resources.

3. Continue the longstanding efforts of the NPS to provide opportunities for public service, youth employment, minority youth development and training, and participation of young adults in accomplishing conservation-related work.

4. Recruit and hire youth and young adults from diverse racial and ethnic backgrounds.


6. Increase environmental awareness and a sense of stewardship for natural resources.

7. Develop strong ties between youth and the National Parks in the U.S.

8. Develop a service and conservation program of public benefit in cooperation with the NPS to expose young men and women to public service while furthering their understanding and appreciation of this Nation’s natural and cultural resources.

9. Ensure that youth participants have opportunities for training in resource conservation and vocational skills.

10. Provide conservation teams with team leaders to undertake projects under the project oversight and direction of NPS employees, as appropriate. Team leaders are to be aware of appropriate and necessary safety practices and regulations pertaining to the projects as well as how to live and work in remote areas. Projects are not limited to the outdoors and may include a combination of the use of modern technology and manual labor to achieve its set goals.

11. Accept tools, equipment and facilities furnished by park units on a loan basis only; all such items shall be returned in the same condition received except for normal wear and tear in project use. Should the NPS not supply all necessary aforementioned tools, equipment and services, and if NAU, in order to satisfactorily perform any, service, or projects requested of it by the NPS, is asked or required to procure any additional necessary equipment, supplies, or services, NAU will do so to the agreed upon specifications of the NPS. Any such tools, equipment and services procured by NAU due to a requested project of the NPS shall follow disposition regulations found in 2 CFR 215.30.

12. Coordinate with the NPS to locate alternative housing if NPS furnished housing is not available at the site. The NPS is not responsible for direct payment for housing when a housing allotment is provided as part of the financial assistance for the project.

13. Provide round-trip transportation to safely transport participants to park units at the beginning of their assignment and return them at the end of their assignment; provide subsistence for participants
during their tour of duty and a uniform of the park's specification or clothing allowance if required by the park unit, and provide patches, and name tags.

14. Manage and carry out all administrative functions associated with the provisions of services under this agreement.

15. Maintain administrative records for all participants and crew leaders.

16. Oversee, direct and take corrective measures including but not limited to issues of conduct for all interns, crews, and team leaders provided to the NPS.

17. Follow all NPS policies and regulations regarding the placement of participants at NPS sites.

18. Provide a comprehensive annual performance report of all NPS related activities and achievements along with participant demographic information.

19. Additional safety procedures will be employed for dealing with herbicides. Experienced, licensed applicators will demonstrate proper storage, handling, and application to all participants. For each state in which the training is provided, a representative from that state's herbicide licensing agency will brief participants and conduct testing for an applicator's license. All participants handling herbicides will be required to have an applicators license before handling any herbicides. The workshops will be conducted in remote locations supervised by staff experienced in remote field operations and 'leave no trace' protocols. A professional cook crew will be responsible for food handling and camp organization. First aid equipment and a satellite telephone will be available at every workshop site in case of emergencies or medical evaluation.

B. The NPS agrees:

1. Provide meaningful conservation assignments to youth participants in the areas of resource management, interpretation, visitor services, community outreach and education, historic preservation and recreation programs.

2. Provide appropriate project oversight and direction to projects assigned to participants.

3. Provide appropriate direction to team leaders provided by NAU.

4. Provide training to NAU participants and team leaders to make their service more effective and ensure that they are properly trained for all activities they to perform. Training will also be provided throughout the project to enhance the participants understanding of the particular park and/or program mission and their role in accomplishing the overall mission of the park and the NPS.

5. Provide all necessary tools, equipment (including safety equipment and facilities) work site transportation, work specifications and applicable rules and regulations for all participants and team leaders.

6. Provide housing, contingent upon availability.

7. Promptly upon notification or otherwise becoming aware of an existing or potential problem of health or safety, take corrective action to cure such existing or potential problems.

C. Both Parties agree:

1. NAU and the NPS shall cooperate in the placement of 16-25 [16 U.S.C. 1723 (c) Public Land Corps] year old individuals at NPS sites and offices.

2. Projects are deemed official projects under the terms of this agreement when both parties have signed a task agreement specifying the work assignments and period for completion.
3. To undertake orientation and close out briefings for each project.

4. To provide educational programs about the work projects and resource management at NPS sites specified in the individual task agreements to increase the youth participant knowledge of the environment, natural and cultural resources and the NPS role as stewards of our nation's public lands and resources.

5. That the terms to this agreement will apply to all tasks/projects executed under it, and may only be amended through the issuance of a written modification to this agreement.

6. To treat each project or activity under this agreement individually, with more detail included in project statements, project plans and budgets developed cooperatively between NAU and NPS and approved by key officials.

7. That, NAU participants shall not be assigned law enforcement or firefighting duties.

8. That NAU will issue uniforms to its participants. The use of the arrowhead or other logos or a NAU uniform that has the appearance of an NPS official uniform is not allowed.

ARTICLE IV - TERM OF AGREEMENT

The agreement will become effective upon signature of both parties and extend through 5 years from the date of signing, unless terminated earlier in accordance with Article XI.

ARTICLE V - KEY OFFICIALS

The key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are.

A. For the National Park Service:
Contracting Officer
Elizabeth Walden - WASO Contracting and Procurement Office
12795 W. Alameda Parkway
Lakewood, CO 80228
Telephone: 303-987-6739
Fax: 303-969-2402
E-mail: beth_walden@nps.gov

Agreement Technical Representative (ATR)
George McDonald - Program Manager
Youth Programs Division
1201 I Street NW 11th Floor
Washington DC 20005
Telephone: (202) 513-7146
Fax: (202) 371-2263
E-mail: george_mcdonald@nps.gov

B. For Northern Arizona University:
Wilma G. Ennenga – Director, Office of Grant and Contract Services
ARD Building #56, Suite 240
1298 S. Knoles Drive
Flagstaff, Arizona 86011-4130
Telephone: 928-523-8319
Fax: 928-523-1075
E-mail: winnie.ennenga@nau.edu

Karan English – Program Director, Ecological Monitoring & Assessment Program
Box 5845, 1298 S. Knoles Drive
C. **Communications** – NAU shall address any communication regarding this Agreement to the Contracting Officer, with a copy to the Agreements Technical Representative. Communications that relate solely to routine operational matters described in the statement of work and payment schedule may be sent only to the Agreement Technical Representative. NPS will address any communication regarding this agreement to the Key Official designated by NAU.

D. **Change in Key Officials** – Neither the NPS or NAU may make any change in a key official without written notice to the other party in advance of the proposed change.

**ARTICLE VI - AWARD AND PAYMENT**

A. The commitment of funds in furtherance of this Agreement will be authorized by individual task agreements issued against this Agreement identifying each project or group of projects, amounts of financial assistance and any other special term or condition applicable to that project.

B. Per 2 CFR 215.22 advance payments are authorized, provided NAU meets the requirements for an advance found in that section. Specific projects or activities for which funds are advanced shall be tracked and reported quarterly by submittal of Standard Form 425, Federal Financial Report.

C. All reimbursements are contingent upon receiving the quarterly financial reports to the National Park Service.

D. Request for Reimbursement: The NPS will reimburse NAU upon presentation of a written request for reimbursement. NAU shall submit each such request on Standard Form 270 (SF-270), Request for Advance or Reimbursement, original and two (2) copies, to the Contracting Officer at the address specified in Article V, Section A.

E. Payment will be paid by Electronic Fund Transfer directly into NAU’s account.

F. In order to ensure proper payment, it is required that NAU register with the Central Contractor Registration (CCR), accessed at http://www.ccr.gov. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents NAU may have with the federal government.

G. Any award beyond the current fiscal year is subject to availability of funds.

H. Allowable and Eligible Costs: Expenses charged against Task Agreements under this Agreement may not be incurred prior to the beginning date specified above, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget.

**ARTICLE VII – PRIOR APPROVAL**

NAU shall obtain prior approval for budget and program revisions, in accordance with OMB circular A-110 as codified by 2 CFR, Part 215.

**ARTICLE VIII – LIABILITY**

Northern Arizona University agrees:

A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses from any act or omission of NAU, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement.
B. To purchase public and employee’s liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars ($1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars ($3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due there under, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured’s sole risk. Prior to beginning the work authorized herein, the contractor shall provide the NPS with confirmation of such insurance coverage.

C. To pay the United States the full value for all damages to the lands or other property of the United States caused by NAU, its officers, employees, or representatives [as in Paragraph I].

D. To provide worker’s compensation protection to NAU officers, employees, and representatives.

E. To cooperate with the NPS in investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperators, its agents, and employees.

ARTICLE IX - REPORTS AND/OR DELIVERABLES

In accordance with 2 CFR 215, NAU will submit deliverables to the NPS Agreement Technical Representative at the address specified in Article V.

A. Specific projects or activities for which funds are advanced will be tracked and reported quarterly by submission of a SF-425 Federal Financial Report (FFR). A final SF-425 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, and 12/31. For final SF-425, the reporting period end date shall be the end date of the agreement. Semi-annual interim reports shall be submitted no later than 30 days after the end of each reporting period. Final reports shall be submitted no later than 90 days after the end period date.

B. NAU shall complete and submit the annual NAU Performance Measures to the National Park Service within 30 days of the end of the reporting period. The reporting period is by Federal fiscal year.

C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access for the purpose of financial or programmatic review and examination to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 215.53.

ARTICLE X - PROPERTY UTILIZATION

It is anticipated that the National Park Service will provide equipment or that equipment will be purchased as the result of this agreement. However, all tools, equipment, and facilities furnished by the NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 215.33-35.

ARTICLE XI - MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS Contracting Officer and the authorized representative of NAU.

B. This agreement may be terminated consistent with applicable termination provisions for Cooperative Agreements found in 2 CFR 215.

ARTICLE XII- GENERAL AND SPECIAL PROVISIONS

A. General Provisions
OMB Circulars and Other Regulations – The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

1. Administrative Requirements:
   a) OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments." Department of the Interior regulations are provided at 43 CFR 12, Subpart C Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
   b) OMB Circular A-110, as codified by 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations." Department of the Interior regulations are provided at 43 CFR 12, Subpart F Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

2. Determination of Allowable Costs:
   a) OMB Circular A-21, as codified at 2 CFR Part 220, "Cost Principles for Educational Institutions"  
   b) OMB Circular A-87, as codified at 2 CFR Part 225, "Cost Principles for State, Local, and Indian Tribal Governments."
   c) OMB Circular A-122, as codified at 2 CFR Part 230, "Cost Principles for Non-Profit Organizations."

3. Audit Requirements:
   a) OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

   a) 43 CFR 12, Subpart D. (Reserved)
   b) 43 CFR 12, Subpart E Buy American Requirements for Assistance Programs
   c) 43 CFR 43 Government wide Requirements for a Drug-Free Workplace
   d) 43 CFR 42 Government wide Debarment and Suspension (Non procurement)
   e) 43 CFR 18 New Restrictions on Lobbying
   f) 2 CFR Part 175 Trafficking Victims Protection Act of 2000
   g) FAR Clause 52.203-12, Paragraphs (a) and (b), "Limitation on Payments to Influence Certain Federal Transactions."

(Contact your Contracting Officer with any questions regarding the applicability of the above provisions).

5. Buy American Act: Pursuant to section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the
assistance should, in expending the assistance, purchase only American-made equipment and products.

6. **Non-Discrimination:** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

7. **Lobbying Prohibition:** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

8. **Anti-Deficiency Act:** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

9. **Minority Business Enterprise Development:** Executive Order 12432 – It is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 CFR 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 CFR 12.76 for State and Local Governments.

10. **Assignment:** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

11. **Member of Congress:** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

12. **Agency:** The Partner is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Partner represent itself as such to third parties. NPS employees are not agents of the Partner and will not act on behalf of the Partner.

13. **Non-Exclusive Agreement:** This Agreement in no way restricts the Partner or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

14. **Survival:** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent,
which have arisen during the term of and in connection with this Agreement and in connection with this Agreement, shall survive expiration or termination of this Agreement.

15. **Partial Invalidity**: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. **Captions and Headings**: The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

**B. Special Provisions**

1. **Cost Sharing or Matching Requirement**
   
   a. Partner organizations are required to contribute 25 percent cost matching of the costs for appropriate conservation projects authorized under the National and Community Service Trust Act of 1993, H.R. 2328 and the Public Lands Corps Healthy Forests Restoration Act of 2005 (P.L. 109-154). These projects are commonly referred to as Public Lands Corps (PLC) projects.

   b. The 25 percent cost matching of costs of PLC projects must be provided from non-federal sources in the form of funds, services, facilities, materials, equipment, or any combination of the foregoing.

   **Reference:** 16 USC

   **Section 1725. Resource Assistants**

   **(b) Use of existing non-profits**—Participating non-profit organizations shall contribute to the expenses of the providing and supporting the resource assistants, through private sources of funding at a level equal to 25 percent of the total costs of each participant in the Resource Assistant Program who has been recruited and placed through that organization.

   **Section 1726. Living allowances and Terms of Service**

   **(a) Living Allowances** – The Secretary shall provide each participant in the Public Land Corps and each Resource Assistant with a living allowance in an amount established by the Secretary.

   **Section 1729. Funding**

   **(a) Cost Sharing.—(1) Projects by Qualified Youth or Conservation Corps.** - The Secretary is authorized to pay not more than 75 percent of the cost of any appropriate conservation project carried out pursuant to this subchapter on Public Lands by a qualified youth or conservation corps. The remaining 25 percent of the costs of such a project may be provided from non-federal sources in the form of funds, services, facilities, materials, equipment, or any combination of the foregoing. No cost sharing shall be required in the case of any such project carried out on Indian Lands or Hawaiian homelands under this subchapter.

2. **Competition.**

   In consideration for fair opportunity, all projects will be competed among qualified recipients on a project basis. A qualified recipient includes organizations selected through announcement NPS-09WASO-0001 and other organizations determined qualified by past performance or current project operations within the individual parks. Selection criteria will include: technical capability, cost, current project performance and/or continuation of a current project basis. However, proposals may
be requested by region/park personnel for individual projects or tasks that will require more detail through project statements, project plans and budgets.

Projects will be funded by issuance of task agreements developed cooperatively between the NPS and the partner organization, placed against the (NPS/partner) master cooperative agreement. Each task agreement will identify the amount of funding provided by the NPS and the account number the funds will be drawn from.

3. Public Information and Endorsements. Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications), which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position, which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient’s work products, or considers the recipient’s work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub award to and sub recipient, except for a sub award to a State government, a local government, or to a federally recognized Indian tribal government.

4. Publications of Results of Studies: No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

5. Retention and Access Requirements for Records: All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12.82 for State, local and Indian tribal governments or 2 CFR 215.53 for institutions of higher education, hospitals, other non-profit and all other organizations.

6. Audit Requirements: Non-Federal entities that expend $500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, which is available at http://www.whitehouse.gov/omb/grants/grants_circulars.html.

   - Non-Federal entities that expend less than $500,000 for a final year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, § 215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
• Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, Highlights of the Single Audit Process” which is available on the Internet at http://www.dot.gov/ost/m60/grant/sincontact.html. Additional information on single audits is available from the Federal Audit Clearinghouse at http://harvester.census.gov/sac/.

7. Procurement Procedures: It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women’s business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

a. Ensure that small business, minority-owned firms, and women’s business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women’s business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women’s business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women’s business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women’s business enterprises.

8. Certification: The following certification is required in accordance with the above provisions and made a part of this Agreement:


9. No Lobbying for Federal Funds: The Partner will not seek appropriations from Congress to support any ongoing or proposed Partner activity or project relating to the subject matter of this Agreement or any amendments or sub-agreements hereto, including without limitation federal appropriations for construction, renovation, property acquisition, leasing, administration or operations. Nothing in this paragraph is intended to preclude the Partner from applying for and obtaining a competitive or non-competitive grant of federal financial assistance from a federal agency or from undertaking otherwise lawful activities with respect to any project or proposal included in the President's budget request to Congress; nor should this paragraph be construed as requesting, authorizing or supporting advocacy by nonfederal entities before Congress.

C. Special Provisions

Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 (Mar 2009)

Preamble
The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier sub-recipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

**Definitions**

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds – the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

**A. Flow Down Requirement**

Recipients must include these special terms and conditions in any sub-award.

**B. Segregation of Costs**

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be
commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by recipients, sub-recipients and contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code.

Davis-Bacon (DBA): The United States Department of Labor has ruled, that Youth Programs funded and administered through the Department of Interior – National Park Service, are exempt from DBA wage requirements under the authority of 16 U.S.C. 1723 (c) Public Land Corps, which authorizes the Secretary of Interior to set living allowances.

As a result of this exemption from The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) concerning wages, project Cost Sharing or Cost Matching is required for all Youth Programs funded and administered through the Department of Interior – National Park Service.

E. Reporting Requirements for Recipients

E. 2 CFR § 176.50 Award term—Reporting and registration requirements under section 1512 of the Recovery Act.

Agencies are responsible for ensuring that their recipients report information required under the Recovery Act in a timely manner. The following award term shall be used by agencies to implement the recipient reporting and registration requirements in section 1512:

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (http://www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at http://www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

Added to this section are the following subsections:

The award term described in this section shall be used by agencies to clarify recipient responsibilities regarding tracking and documenting Recovery Act expenditures:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at:

http://www.whitehouse.gov/omb/circulars/a102/a102.html.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at:

http://www.whitehouse.gov/omb/circulars/a133/a133.html.

This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each sub-recipient and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

Whistleblower Protection:

Pursuant to 15.53 of the ARRA, each grantee or sub-grantee awarded funds made available under the Recovery Act shall promptly refer to an appropriate inspector general any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

F. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized –

(1) to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any State or local agency administering such contract that pertain to, and involve transactions relation to, the subcontract, subcontract, grant, or sub-grant; and
(2) to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions.

G. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

H. Request for Reimbursement

Recipients must provide information with its submission of the SF-270, Request for Advance or Reimbursement, to identify the portion of the request that is associated with Recovery Act projects.

I. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.

J. Information in support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

K. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

Buy American

Definitions

The following definitions apply to terms used in Section 1605 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, ("Recovery Act"):
“Building or Work” means construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not “building” or “work” within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States; or
(2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Steel” as used in this subpart, means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“Recovery funds” means any funds that are made available from appropriations made under this Act.

“United States” means the 50 States, the District of Columbia, and outlying areas including:

(1) Commonweath
   (i) Puerto Rico.
   (ii) The Northern Mariana Islands;

(2) Territories
   (i) American Samoa.
   (ii) Guam.
   (iii) U.S. Virgin Islands; and

(3) Minor outlying islands
   (i) Baker Island.
   (ii) Howland Island.
   (iii) Jarvis Island.
   (iv) Johnston Atoll.
   (v) Kingman Reef.
   (vi) Midway Islands.
   (vii) Navassa Island.
   (viii) Palmyra Atoll.
   (ix) Wake Atoll.
Buy American Requirement - None of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("Recovery Act") may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless—

(1) The public building or public work is located in the United States; and

(2) All of the iron, steel, and other manufactured goods used as material in the project are produced or manufactured in the United States. Production of the iron or steel in the United States requires melting in the United States.

Exceptions to Buy American Requirement - A recipient may request a waiver from the Buy American Requirement when it believes one of the following exceptions applies in a particular case:

(1) applying the Buy America Requirement would be inconsistent with the public interest;

(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

Any waiver request from the recipient to use foreign construction material must be submitted to the head of the Federal agency and shall include adequate information for Government evaluation of the request, including—

(a) A description of the foreign and domestic construction materials;
(b) Unit of measure;
(c) Quantity;
(d) Price;
(e) Time of delivery or availability;
(f) Location of the construction project;
(g) Name and address of the proposed supplier; and
(h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (c) of this award term.

A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table as follows with any applicable supporting information:

<table>
<thead>
<tr>
<th>Construction Material Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Price (Dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Foreign construction material</td>
<td></td>
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<td></td>
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<tr>
<td>Domestic construction material</td>
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<td>Item 2:</td>
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<td></td>
<td></td>
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<tr>
<td>Foreign construction material</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic construction material</td>
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</tbody>
</table>

The price of construction material shall include all delivery costs to the construction site and any applicable duty.

Any recipient request for a determination submitted after the award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before
award. If the recipient does not submit a satisfactory explanation, the head of the Agency need not make a determination.

Proof that a waiver has been granted by the head of the Federal agency includes:

1) a revised award notice documenting approval to use foreign construction materials and a list of the excepted materials and

2) a final waiver determination that has been published by the head of the Federal agency in the Federal Register.

ARTICLE XIII -- SIGNATURES

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

FOR THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY

Wilma G. Ennenga
Director, Grants and Contract Services
Date: August 5, 2009

FOR THE NATIONAL PARK SERVICE

Elizabeth Walden
Contracting Officer
Date: 8/11/2009