[Note: Fill-in portions and guidance are in brackets. Delete before distributing to Recipient.]

**Task Agreement Number** [FBMS will assign agreement number]

Under

Master Cooperative Agreement [XXXXXXXXXX]

Between

#### The United States Department of the Interior

National Park Service

And

[insert the name of the Recipient]

DUNS No. [XXXXXXXXX

Address

City/State/Zip]

CFDA: [XX.XXX and include title. For example, use “15.944, Natural Resource Stewardship” when the work conducted is more specific to improving landscapes or natural resource protection. Use “15.948, National Fire Plan – Wildland Urban Interface Community Assistance” when the work being conducted is for fire mitigation.]

Project Title: [XXXX. For example, one task agreement between the NPS and the CA Dept. of Forestry and Fire Protection, had the title “Whiskeytown Programmatic WUI Manual Mechanical Thin, Pile and Burn Project.” The task agreement between the NPS (YOSE) and CAL FIRE had the title “Hazard Fuel Reduction and Prescribed Fire Assistance.”]

Park Unit or Program: [XXXX]

CESU Name and Network Level Agreement Number: [If applicable]

Amount of Federal Funds Obligated: $[XXX]

Amount of Non-Federal Funding: $[XXX Insert cost-share amount – if zero state $0.00]

Total Amount of Task Agreement: $XXX [Include Recipient cost share if applicable]

Period of Performance: [Insert start and end dates for the period of performance]

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ARTICLE 1 – LEGAL AUTHORITY

Master Cooperative Agreement Number [XXXXXXXXXX] was entered into by and between the Department of the Interior, National Park Service, (NPS), and [insert Recipient’s name] (hereafter referred to as ‘Recipient’) pursuant to:

54 U.S.C. §101702(a), which states “A cooperative agreement entered into by the Secretary that involves the transfer of Service appropriated funds to a State, local, or tribal government or other public entity, an educational institution, or a private nonprofit organization to carry out public purposes of a Service program is a cooperative agreement properly entered into under section 6305 of title 31.”

[Insert any other applicable authority(s) – Only cite legal authorities specific to the work being conducted under the agreement.]

Unless otherwise specified herein, all terms and conditions as stated in the master cooperative agreement will apply to this task agreement.

ARTICLE 2 – PROJECT GOALS AND OBJECTIVES

1. Project Goals – [Provide a description of what is to be accomplished. Goals focus on the big picture of the project. The following language is sample verbiage from the WHIS-CAL FIRE task agreement:

CAL FIRE operates Conservation Camps in conjunction with the California Department of Correction and Rehabilitation (CDCR) to provide training and use of inmates in furtherance of public conservation activities. The Trinity River Conservation Camp, in close proximity to Whiskeytown National Recreation Area (WHIS or park), provides inmate fire crews for fire suppression, principally in Trinity, Shasta, and Siskiyou County areas. In addition to fire suppression, inmate hand crews provide a work force for floods, conservation projects, and community services for local, State, and Federal Government agencies. WHIS and the Trinity River Conservation Camp have worked together on several past projects related to maintenance, conservation, and fire management.

This project will continue collaboration among the agencies in an effort to mitigate hazards which developed after the devastation Carr Fire which burned 100% of WHIS’s 42,500 acres. Whiskeytown Lake is 3,200 surface acres, so technically, the fire burned 39,300 acres. In total, the Carr Fire burned 191,211 acres in and around the park which has had a devastating impact on the people and resources of the area. CAL FIRE conservation crews will assist in felling, bucking, piling, burning, and chipping burned trees, slash and vegetation along all park roadways while also providing structure protection around Administrative Buildings, Water and Waste Water Treatment Plants, Maintenance Buildings, Fire Offices, restrooms, visitor service facilities, etc., while providing defensible space in the event of future fire outbreak.]

1. Project Objectives – [Provide the expected end result of the project. Objectives are steps towards accomplishing the goals. The WHIS-CAL FIRE task agreement had the following language:

The objectives of this project are for CAL FIRE to assist the NPS with post-fire recovery activities, including felling hazardous trees and structure protection. CAL FIRE will help fall a total of over 4,000 hazard trees and surrounding vegetation identified to date by the park’s Natural Resources staff and the Burned Area Emergency Response (BAER) Team, while providing training, work experience and rehabilitation opportunities for inmates. CAL FIRE will also provide structure protection around building assets threatened by severe erosion anticipation. CAL FIRE will provide inmate support to fill, stack, and place 5,000-8,000 NPS-provided sand bags to redirect expected high water events. Additionally, as further support, CAL FIRE will assist with clearing vegetation in and around drainages as identified by park staff, throughout WHIS. CAL FIRE specializes in training conservation crews in safe and proper use of tools and provides the necessary equipment and supervision during project activities.]

ARTICLE 3 – PUBLIC PURPOSE

[Insert statement of public purpose of support or stimulation in compliance with legal authority. This statement should be consistent with the master cooperative agreement statement of public purpose. Including additional task-specific public benefit and purpose is recommended. The following statement is from the YOSE-CAL FIRE agreement:

This project directly benefits YOSE’s WUI communities by reducing the threat to them from future catastrophic wildfires. Project work will additionally provide for the safety and protection of park visitors and employees from dead or hazard trees that have succumbed to the Bark Beatle infestation. In addition, use of the CAL FIRE Conservation Camps provide training, work experience, and rehabilitation opportunities for inmates and wards committed to the custody of CDCR, while providing them with the chance to develop a greater understanding of the natural, cultural and recreational resources of the national parks.]

ARTICLE 4 – COVID-19 PROVISIONS

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement.  Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources.  The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park Service property or resources.  Such approvals can only be provided by the NPS Financial Assistance Awarding Officer.  In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety.  In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

ARTICLE 5 - STATEMENT OF WORK

[Insert the detailed project statement of work, including all activities to be undertaken, descriptions of major tasks, project milestones, project phases, etc. This section does not need to include the entire project proposal, but needs to include enough detail to track milestones and progress as noted in the project proposal. For example, the following statement of work is from the task agreement between WHIS and CAL FIRE:

1. Burned Hazard Tree and Vegetation Removal – CAL FIRE conservation crews will assist in felling, bucking, piling, burning, and chipping 4,000 burned trees, slash and vegetation to NPS standard while providing defensible space in the event of future fire outbreak. Trees outside of faller capabilities can be passed onto park staff for mitigation. Inmate fellers will fall trees and buck to length, swampers will pile and burn or chip materials identified by park staff with a park-provided chipper. Tree hazards exist in almost all developed sites and along all stretches of the paved and unpaved roadway systems administered by WHIS. There are over 100 acres of developed sites, approximately 95 miles of paved and unpaved roads, and about 70 miles of trails within the fire perimeter. Project locations include developed sites such as Oak Bottom, Brandy Creek, Whiskey Creek and all of the park’s backcountry campgrounds. Administrative sites include Park Headquarters, Fire and Dispatch Offices, around remaining housing units and all Water and Waste Water Treatment Facilities throughout the park. Roads include JFK Memorial Drive, Crystal Creek Road, Whiskey Creek Road, Paige Bar Road, County Line Road, South Shore Road, South Fork Mountain Road, Peltier Valley Road, and many other unpaved roads. Upon completion of these activities, hazard tree mitigations will be caught up improving safety and allowing park staff to address new hazards as they arise.
2. Structure Stabilization – CAL FIRE conservation crews will assist in filling 5,000-8,000 sand bags to NPS specifications which will then be placed by inmates to aid in directing high water away from structures. These sites include, but are not limited to, Brandy Creek (BC) Beach Lot A Restroom and Store, BC Lot B Restroom, BC Store, BC Lift Station, throughout Whiskeytown Environmental School Facilities (WES Camp), and the Towerhouse District Facilities being the Tenant House, the historic bard downstream of Mill Creek, and the Camden House Garage and Carriage House adjacent to Willow Creek. CAL FIRE will also assist with clearing vegetation in and around drainages as identified by park staff.

This project may be conducted in multiple phases. This agreement initially funds Phase 1 work (approximately 365 inmate working days) but may be modified to add future phases, subject to the availability of funds and satisfactory progress of project work. Phase 1 objectives and tasks will apply to future phases as well.]

[The full project proposal, if necessary can be incorporated by attachment. If so, state “The Recipient shall adhere to the approved statement of work as set forth in Attachment XX of this agreement.”]

ARTICLE 6 – RESPONSIBILITIES OF THE PARTIES

1. Recipient Responsibilities: [The following responsibilities are sample language from the WHIS CAL FIRE task agreement

1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, State, and local laws, regulations, and codes, as applicable.

2. Coordinate a work schedule with the NPS to complete project activities.

3. Provide inmate hand crew(s) of 10-15 persons, plus a qualified supervisor, for a total of XX working days.

4. Provide the inmate work crews with transportation, mechanized equipment (e.g., chain saws, including fuel and oil), hand tools, and personal protective equipment.

5. Be responsible at all times for the supervision, health safety, custody, discipline, and control of inmates participating in work projects under this Agreement, and to accompany inmates while engaged in such projects. Inmates will not be split into smaller units in different locations.

6. Provide the NPS with a Monthly Project Report that tracks the number of crew days, the daily rate, and project activity locations and number of inmates and supervisors at each project location.

1. NPS Responsibilities:

1. Instruct NPS personnel not to mail, or deliver letters for inmates or wards, barter or gamble (including on TV sports) with inmates or wards, or furnish any inmates or wards with money, alcohol, drugs, cellular phones, or any other items or substances prohibited.

2. Assign qualified and experienced NPS employees that have completed training to provide technical direction for inmate work crews when such technical direction is required. Any interaction involving NPS staff and inmate work crews will be limited to technical direction, and will be coordinated with and through the Recipient supervisor on-site.

3. Monitor and provide Federal oversight of activities performed under this agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment request, and tasks identified below. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient’s request, the NPS may also provide additional technical assistance to the Recipient in support of the objectives of this agreement.

4. Provide, as available, such tools, equipment and material as necessary to supplement the items provided by CAL FIRE.

5. Complete all environmental compliance activities.

1. The Recipient and NPS, jointly, agree to:

1. Determine the supervisor/inmate ratio for each task included under the statement of work.

2. Meet regularly to identify issues in performance and needed changes to supervisor/inmate ratio.

3. Ensure that the execution of this Agreement does not create an employment relationship between the NPS and any inmates covered by this agreement, nor does the execution of the agreement create an employment relationship between the inmates and NPS personnel.

4. Include written procedures to be followed in case of injury to, or illness of inmates/wards engaged in work projects on NPS lands.

5. That permission to perform work on NPS lands under the terms of this Agreement does not confer on inmates, or any Recipient employee, the status of an employee of the United States. It is specifically agreed that such persons shall not be considered employees of the United States for the purposes of those provisions of Title 28, United States Code, relating to tort claims against the United States, those provisions of Title 5, United States Code, relating to worker’s compensation for Federal Employees, and those provisions of Title 31, United States Code, relating to property damage claims.]

ARTICLE 7 – TERM OF AGREEMENT

This task agreement shall remain in effect from the date of signature until [insert period of performance end date] unless modified per Article 10 of this agreement.

ARTICLE 8 – KEY OFFICIALS

A.Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. Under this task agreement they are:

1. For the NPS:

FA Awarding Officer (FAAO):

[Name

Title

Office/Department

Address

City, State Zip

Phone

Fax

Email]

Agreement Technical Representative (ATR):

[Name

Title

National Park Service

Office/Department

Address

City, State Zip

Phone

Fax

Email]

[Note: Additional NPS key officials may be listed, such as the Research Coordinator for CESU projects, but at a minimum include the FAAO and ATR.]

2. For Recipient:

[Name

Title

Address

City, State Zip

Phone

Fax

Email]

[Note: Additional Recipient key officials may be listed, but at a minimum the authorized signing official for the Recipient must be included.]

ARTICLE 9 – AWARD AND PAYMENT

A. The NPS will provide funding to Recipient in an amount not to exceed $[XXX.XX] for the work described in Article 5 and in accordance with the approved budget for this task agreement (Attachment A). Any award beyond the current fiscal year is subject to availability of funds.

B. Recipient shall request payment as set forth in the master cooperative agreement.

C. At least [XX]% non-Federal cost-share is required. Cost-share is calculated as a percentage of total project costs incurred under this agreement. [Delete if no cost share is required.]

ARTICLE 10 – REPORTS AND/OR OUTPUTS/OUTCOMES

1. The following table sets forth the reporting requirements for this agreement.

**Performance Report**

|  |  |
| --- | --- |
| Format | No specific format required. See content requirements in 2 CFR 200.327 through 329. |
| Reporting Frequency | [Choose One Reporting Frequency]  Quarterly, Semi-Annual, Annual |
| Reporting Period | [Choose One Reporting Frequency]  **For Quarterly Reporting:**  Jan 1 – March 31 &  April 1 – June 30 &  July 1 – Sept 30 &  Oct 1 – Dec 31  or  **For Semi-Annual Reporting:** [select applicable period]  Jan 1 – June 30 &  July 1 – Dec 31  Or  Oct 1 – March 31 &  Apr 1 – Sept 30  or  **For Annual Reporting**:  [select applicable period]  Jan 1 – Dec 31 or  April 1 – March 31 or  July 1 – June 30 or  Oct 1 – Sept 30 |
| Due Date | [Choose One Reporting Frequency]  **For Quarterly & Semi-Annual Reporting:** Within 30 days after the end of the Reporting Period.  or  **For Annual Reporting**: Within 90 days after the end of the Reporting Period. |
| Submit to: | [Insert ATR and/or FAAO/Specialist or related group email address] |

**Federal Financial Report**

|  |  |
| --- | --- |
| Format | SF-425 [all applicable sections must be completed] |
| Reporting Frequency | [Choose One]  Quarterly, Semi-Annual, Annual |
| Reporting Period | [Choose One Reporting Frequency]  **For Quarterly Reporting:**  Jan 1 – March 31 &  April 1 – June 30 &  July 1 – Sept 30 &  Oct 1 – Dec 31  or  **For Semi-Annual Reporting:** [select applicable period]  Jan 1 – June 30 &  July 1 – Dec 31  Or  Oct 1 – March 31 &  Apr 1 – Sept 30  or  **For Annual Reporting**:  [select applicable period]  Jan 1 – Dec 31 or  April 1 – March 31 or  July 1 – June 30 or  Oct 1 – Sept 30 |
| Due Date | [Choose One Reporting Frequency]  **For Quarterly & Semi-Annual Reporting:** Within 30 days after the end of the Reporting Period.  or  **For Annual Reporting**: Within 90 days after the end of the Reporting Period. |
| First Report Due Date | The first Federal financial report is due for reporting period ending December 31/ March 31/ June 30/ September 30, 20XX |
| Submit to: | [Insert ATR and/or FAAO/Specialist or related group email address] |

1. A final Performance Report and a final Federal Financial Report will be due 90 days after the end-date of the Term of Agreement. Each report shall be submitted as described above.
2. [Optional Term: Detail other reports/items as described in the statement of work and/or program specific requirements.]

ARTICLE 11 – MODIFICATION, REMEDIES FOR NONCOMPLIANCE AND

TERMINATION

1. This agreement may be modified at any time, prior to the end of the period of performance, only by a written instrument. Modifications will be in writing and approved by the NPS FA Awarding Officer (FAAO).
2. Additional conditions may be imposed if it is determined that the Recipient is non–compliant with the terms and conditions of this task agreement pursuant to 2 CFR 200.338.
3. This task agreement may be terminated consistent with applicable termination provisions for Federal awards pursuant to 2 CFR 200.339 through 200.342.

ARTICLE 12 – GENERAL AND SPECIAL PROVISIONS

A. **Conflict of Interest**

1. Applicability.
2. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
3. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.
4. Requirements.
5. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
6. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
7. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
8. Notification.
9. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
10. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
11. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR part 18 and 31 U.S.C. §1352.
12. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
13. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR part 180).

B. **Program Income.** If the Recipient earns program income, as defined in 2 CFR 200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR 200.305(5)). As allowed under 2 CFR 200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

C. **Data Availability**

1)Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

2) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

3) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:

(a) The scientific data relied upon;

(b) The analysis relied upon; and

(c) The methodology, including models, used to gather and

analyze data.

ARTICLE 13 - ATTACHMENTS

The following documents are attached and made a part of this task agreement:

Attachment A. Detailed Budget

Attachment B. SF 424 Series

[Attachment C. Attach any documents necessary per FAAO/ATR determination.]

ARTICLE 14 - SIGNATURES

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

**FOR** [insert capitalized and boldfaced name of Recipient]

[Name, Title] Date

**FOR THE NATIONAL PARK SERVICE**

[FA Awarding Officer Name] Date