

Cooperative Agreement

P18AC01051

Between

THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE

AND

THE CITY OF HAMPTON, VA

DUNS No: 066019902

22 LINCOLN ST

HAMPTON, VA 23669-3522

HAMPTON CITY COUNTY

CFDA: 15.954 National Park Service Conservation, Protection, Outreach, and Education

Project Title: Federal Assistance Building Trust with Hampton City, VA

Amount of Federal Funds Obligated by this award: \$95,000.00

Total Amount of Task Agreement Award: \$95,000.00

Period of Performance: Date of final signature through November 1st, 2019

This Cooperative Agreement (agreement) is entered into by the U.S. Department of the Interior, National Park Service (NPS), and City of Hampton, VA (Recipient).

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to provide federal assistance to the City of Hampton, Virginia. The Recipient supports the story of the Fort Monroe area. City Planners will embrace public participation in an array of activities that bring awareness of Fort Monroe, including the 400th anniversary of the first African arrival in English North America. In the latter part of August 1619, the first ship carrying the captured 20 and odd enslaved Africans to the Virginia arrived at Point Comfort (today's Fort Monroe) in Hampton, Virginia. From that perilous voyage, their presence has had a profound impact on the cultural manifest of America's past and still impacts the social, economic and political disparities facing families of color today. For many years scholars and historians have recognized August 20th as the date the first Africans landed at Point Comfort, but there has never been any documentation to substantiate that date. Where did that date come from? No one knows. The Hampton History Museum and Hampton

Convention & Visitor Bureau, operated by the City of Hampton, will focus on special interpretive opportunities to provide and educate the public on the history of the area- this will include exhibits; informational booklets which spotlight all Hampton African American heritage sites and their history; tours made available utilizing multiple platforms; and events featuring genres of music and cuisines specifically designed to draw in public and encourage community participation. The goal of supporting the City of Hampton in these displays of commemoration, education and outreach is to ensure the public is provided with various opportunities to engage thought and participate in programs that are educational and unique. The Fort Monroe Authority, <https://fortmonroe.org/>, is a political subdivision of the Commonwealth of VA. At Fort Monroe, all roads lead to 2019. To that end, the Fort Monroe Authority unveiled the preliminary details of a proposed nearly \$8 million project, which the authority hopes will culminate with a new Visitor and Education Center by August 2019.

ARTICLE II - AUTHORITY

NPS enters into this Agreement pursuant to:

54 U.S.C. §101702(a) Cooperative Agreements, Transfer of Service Appropriated Funds provides that the National Park Service may, in fiscal year 1997 and thereafter, enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs pursuant to 31 U.S.C. 6305 to carry out public purposes of National Park Service programs.

ARTICLE III – STATEMENT OF WORK

A. The Recipient agrees to:

- 1.) Encourage public participation in an array of City-planned commemorations such as an educational speaker series, programmatic events with multicultural cuisine, multiple genres of music performances including an evening concert with broad appeal, history and heritage interpretive tours, unifying ceremonies of reflection, and interpretive exhibits that educate visitors and residents in 2019, and then become available as traveling exhibits for educating the general public about the details of this lesser-known aspect of American history.

- 2.) Support promotion of the Fort Monroe Visitor Center and the special interpretive opportunities presented to visitors there. Historical and heritage tours will be especially important during 2019.
- 3.) The Hampton History Museum and Hampton Convention & Visitor Bureau will share the history of the First Arrival through museum exhibits, events, Fort Monroe and NPS brochure distribution at statewide welcome centers, printing and distribution of a dedicated informational booklet that spotlights all Hampton African-American heritage sites and their history, and a calendar of events that includes City 2019 commemorations as well as activities planned by community organizations that pay tribute to the First Africans' Arrival while drawing community participation. It will be especially important for the City of Hampton, Fort Monroe Authority, and National Park Service to work in tandem to cross-promote activities, attractions, entertainment, dining, and lodging in order to maximize the experiences of Hampton visitors and the economic impact of the 2019 commemoration.
- 4.) Promote Education & Outreach efforts of the 2019 Commemorative Commission that will enhance the wider understanding of the 1619 African Arrival at Point Comfort, through a series of initiatives that seek to educate and engage. Summer institutes for K-12 teachers will involve scholars of the transatlantic slave trade, the African Diaspora, and the lives of free and enslaved Africans in the Virginia colony, who will provide lectures and classroom exercises while guiding the teachers with primary research resources and site-specific historical interpretation. Film screenings with scholarly public discussions and podcasts with guest speakers will further engage and inform the public. Presentations dedicated to 2019, including a Symposium of the Virginia Indian Presence in the Virginia Colony and Heritage Day at Hampton History Museum, will use history as a lens to cultural art forms. Students will collaboratively research and curate an exhibit about their school, neighborhood or community, learning about interpretation, analysis, history, research methods, writing, and design in The Witness Project.
- 5.) Promote marketing 2019 commemorations to national, state, and local audiences which will be critical to its success. Calling attention to the anniversary during local, statewide, and national events will serve to generate public awareness. Materials such as rack brochures and cards, information booklets, calendar of events, and "save the date" reminders will be produced and distributed through a variety of forums. HamptonVA2019.com and social media Facebook and Twitter engagement, as well as print, radio, billboard, metro station, and transit bus advertising will be utilized to promote commemorations and Fort Monroe as the site on which the First Arrival of Africans occurred. Airport signage and light-pole banners will also be utilized. It will be key to engage members of the media in informing the traveling public of the First African Arrival, and the history of Fort Monroe and Hampton through showcasing the many Hampton sites that

interpret Hampton's remarkable 400-year story. Through aggressive media relations, Hampton Convention & Visitor Bureau will pitch, host and support travel journalists and social media influencers who will then share Hampton's story with their readers

B. NPS agrees to:

- 1) Provide oversight and assist with coordination associated with the work. This will include planning meetings, selection panels, etc.
- 2) Provide the City of Hampton planners access to Fort Monroe National Monument and provide tours of Park.
- 3) Provide interpretive tools, interpretive materials, interpretive staging, and interpretive equipment needed to accomplish the work, as available.
- 4) Provide financial assistance in accordance with article VI – Award and Payment.

ARTICLE IV – TERM OF AGREEMENT

The Agreement will become effective upon the date of the last signature in Article XIII (Effective Date) and will expire November 1, 2020, (Expiration Date), unless terminated earlier per Article XI. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

ARTICLE V – KEY OFFICIALS

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

1. **For the NPS:**

FA Awarding Officers (FAAO):

Keith A. Zotti
NER Chief Financial Assistance Program
National Park Service
1234 Market Street, 20th Floor
Philadelphia, PA 19107
215-597-9153
keith_zotti@nps.gov

Patrick Reidy
NER Awarding Officer
National Park Service
1234 Market Street, 20th Floor
Philadelphia, PA 19107

215-597-5949
patrick_reidy@nps.gov

Agreement Technical Representative (ATR):

Shelly Stubblefield
Budget Analyst
National Park Service, Colonial NHP
1000 Colonial Parkway
PO Box 210
Yorktown, VA 23690
Telephone: 757-898-2402
Email: shelly_stubblefield@nps.gov

Program Manager

Terry Brown
Superintendent
National Park Service, Fort Monroe National Monument
41 Bernard Rd
Fort Monroe, VA 23651
Telephone: 757-722-3678
Email: terry_e_brown@nps.gov

2. **For the Recipient:**

Signatory and Program Manager
Brian D. DeProffio
Assistant City Manager
City of Hampton, Virginia
City Manager's Office
22 Lincoln Street
Hampton, VA 23669
Telephone: 757-727-6392
Fax: 757-728-3037
bdeproffio@hampton.gov

Primary Admin POC
Mary Fugere
Director
Hampton Convention & Visitor Bureau
1919 Commerce Drive, Suite 290
Hampton, VA 23666
Telephone: 757-728-5327
Fax: 757-896-4640
mary@hamptoncvb.com

- B. **Communications.** Recipient shall address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters 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. NPS will provide funding to the Recipient in an amount not to exceed \$95,000.00 for the Statement of Work described in Article III and in accordance with the NPS approved budget in Attachment B. 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 Automated Standard Application for Payments (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 Financial Assistance (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 ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior 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 AO that a payment request has been submitted. The NPS AO 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.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurements documents the Recipient may have with the Federal government.
- D. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- E. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- F. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.

- G. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- H. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

VII. PRE-AWARD INCURRENCE OF COSTS

The Recipient shall be entitled to costs incurred on or after May 24, 2018. In accordance with 2 CFR 200.458, such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal Awarding agency.

ARTICLE VIII – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

ARTICLE IX – INSURANCE AND LIABILITY

- A. **Insurance.** The Government and the City acknowledge that the City is a municipal corporation of the Commonwealth of Virginia and is self-insured. Notwithstanding this, the recipient obtain liability insurance in as set forth in Section C(2), below, to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.
- B. **Insured.** The federal government shall be named as an additional insured under the recipient's insurance policy
- C. **Indemnification.** The recipient hereby agrees:
1. To indemnify the federal government from any act or omission of City of Hampton, VA, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property

resulting from such an activity to the extent allowed by the laws of the Commonwealth of Virginia. This obligation shall survive the termination of this Agreement

2. To purchase public and employee 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 thereunder, 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; City of Hampton, VA shall provide the NPS with confirmation of such insurance coverage. The City of Hampton has the right to self-insure public and employee liability including workers' compensation under the Code of Virginia
 3. To pay the United States To the extent permitted by law and without waiving its sovereign immunity for all damage to the lands or other property of the United States caused by City of Hampton, VA, its officers, employees, or representatives.
 4. To provide workers' compensation protection to City of Hampton, VA officers, employees, and representatives.
 5. To cooperate with NPS in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the City of Hampton, VA its agents, and employees.
 6. In the event of damage to or destruction of the buildings and facilities assigned for the use of City of Hampton, VA in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require NPS to replace or repair the buildings or facilities. If NPS determines in writing, after consultation with City of Hampton, VA that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by City of Hampton, VA, NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to City of Hampton, VA will constitute termination of this Agreement by NPS.
- D. Flow-down: For the purposes of this clause, "recipient" includes -- provided "recipient" remains fully responsible and liable -- such sub-recipients, contractors, or subcontractors - as; in the judgment of the recipient and subject to the government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause and hold harmless the City and the federal government for their actions and liabilities.

ARTICLE X – REPORTS AND/OR DELIVERABLES

- A. Specific projects, tasks or activities for which funds are advanced will be tracked and reported by semi-annual submission of a SF-425 Federal Financial Report (FFR) and semi-annual submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 6/30 and 12/31. For the final 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 Agreements Technical Representative.
- B. 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 200.333.

ARTICLE XI – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by 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 200.310 through 200.316 apply to this Agreement.

ARTICLE XII – MODIFICATION, REMEDIES FOR NON-COMPLIANCE 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 AO and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

ARTICLE XIII – GENERAL AND SPECIAL PROVISIONS

- A. **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.

d) **Code of Federal Regulations/Regulatory Requirements:**

2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;

2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (NonProcurement)”;

43 CFR 18, “New Restrictions on Lobbying”;

2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, “Reporting Subawards and Executive Compensation”.

2. **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.

3. **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.
4. **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.
5. **Minority Business Enterprise Development.** Pursuant to 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 the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

7. **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.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
10. **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 shall survive expiration or termination of this Agreement.
11. **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.
12. **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.
13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or

any duties or obligation in favor of persons or entities not a party to this Agreement.

15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 USC 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

B. Special Provisions

1) Public Information and Endorsements.

- a) 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.

- b) 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.

- c) 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.

- d) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

- 2) **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.

- 3) **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- 4) **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 2 CFR Part 200.333-200.337.
- 5) **Audit Requirements.**
 - a) Non-Federal entities that expend \$750,000 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 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
 - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
 - c) 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 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.
- 6) **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 businesses, 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.
- 7) **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 2009__. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- 8) **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

- 9) **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
- a) Provisions applicable to a recipient that is a private entity.
1. The Recipient, its employees, subrecipients under this award, and subrecipients' employees shall not-
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. NPS as the Federal awarding agency may unilaterally terminate this award, without penalty, if Recipient or a subrecipient that is a private entity-
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to Recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR part 1400.
- b) Provision applicable to a recipient other than a private entity. NPS as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (NonProcurement)," as implemented by NPS at 2 CFR part 1400.
- c) Provisions applicable to any recipient.
1. You must inform NPS immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. NPS' right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. Recipient must include the requirements of paragraph a.1 of this award term in any subaward it makes to a private entity.
- d) Definitions. For purposes of this award term:
1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this awards;
or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity" means:
 - i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
 - ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

10) Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

- a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

11) Reporting Subawards And Executive Compensation

- a) Reporting of first-tier subawards.
1. Applicability. Unless Recipient is exempt as provided in paragraph D. of this award term, Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).
 2. Where and when to report.
 - i. Recipient must report each obligating action described in paragraph A.1. of this award term to <http://www.fsr.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. Recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.
- b) Reporting Total Compensation of Recipient Executives.
1. Applicability and what to report. Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. In the preceding fiscal year, Recipient received—
 - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. Recipient must report executive total compensation described in paragraph A.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c) Reporting of Total Compensation of Subrecipient Executives.
 1. Applicability and what to report. Unless Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. In the subrecipient's preceding fiscal year, the subrecipient received—
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and

Exchange Commission total compensation filings at
<http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. Recipient must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. Recipient shall require all subrecipients to comply with this paragraph 11.c, as well as all other award terms in this Agreement.
 - ii. Recipient must report subrecipient executive total compensation by the end of the month following the month during which Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), Recipient must report any required compensation information of the subrecipient by November 30 of that year.
- d) Exemptions.
 1. If, in the previous tax year, subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e) Definitions. For purposes of this award term:
 1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
 - i. Receives a subaward from Recipient under this award; and
 - ii. Is accountable to Recipient for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

12) **Conflict of Interest**

a) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

b) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.

c) 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/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

ARTICLE XIII – MINIMUM WAGE CLAUSE

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

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

“Worker”—

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

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

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

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

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

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

(b) *Executive Order Minimum Wage rate.*

(1) The non-Federal entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently \$10.35 per hour as of January 1, 2018).

(2) The non-Federal entity shall adjust the minimum wage paid, if necessary, 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 non-Federal entity 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). Non-Federal entities shall consider any Subrecipient requests for such price adjustment.

(iii) The Financial Assistance 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 non-Federal entity 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 non-Federal entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The non-Federal entity 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 non-Federal entity 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 non-Federal entity 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 non-Federal entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(9) The non-Federal entity 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 non-Federal entity 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 non-Federal entity 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 non-Federal entity 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. Non-Federal entities 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 non-Federal entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

- (1) The non-Federal entity 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 non-Federal entity shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The non-Federal entity shall also make such records available upon request of the Contracting Officer.
- (3) The non-Federal entity 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 Financial Assistance 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 non-Federal entity'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 non-Federal entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (g) *Withholding.* The Financial Assistance 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 non-Federal entity under this or any other Federal agreement with the same non-Federal entity, 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 non-Federal entity compliance, the procedures for resolving disputes

concerning a non-Federal entity'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 non-Federal entity (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The non-Federal entity 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 non-Federal entity 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 non-Federal entity 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.

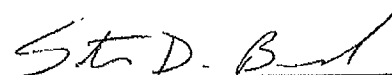
ARTICLE XVII – ATTACHMENTS

- Attachment A – Workplan and Budget

ARTICLE XVIII – SIGNATURES

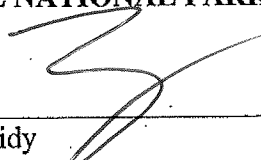
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR CITY OF HAMPTON, VA



107 Brian D. DeProfio
Assistant City Manager
9/17/18
Date

FOR THE NATIONAL PARK SERVICE



Patrick Reidy
Awarding Officer
9/17/18
Date

COOPERATIVE AGREEMENT - ATTACHMENT A

Preliminary Detailed Workplan and Budget

City-planned commemorations, exhibits and education programming will embrace public participation in activities, educating the general public about the 1619 arrival at Point Comfort and the impact of this pivotal moment in American history.

GRANT AMOUNT

\$95,000

Product	Description	Due	BUDGET	424A CATEGORY	
Commemorative Events and Activities					
	Quilt Initiative - Black History Month program; August unveiling	Sep-18	5,000	Supplies	FY19
	Meeting with community, clarifying roles, establishing timeline				
	Materials, quilt squares made into one commemorative quilt	Complete Feb-19			
	Funds also for materials, and honorariums to artist for community project and commemorative quilts inspired by/made for commemoration				
	African American Heritage and Living History Tours	May-19	\$5,000	Personnel Costs	FY19
	Research, Interpreters, period Musicians				
	Keynote speaker - Identify, contract and issue deposit for August 25, 2019	May-19	30,000	Local Vendors	FY19
	Research potential speakers, fees	Aug-18			
	Contractual obligations	Nov-18			
	Publicity	Jan-Aug-19			
	Heritage Day - One Day Festival held in April 2019, commemorating the cultures of Africans, Native Americans, and Europeans and how these cultures shaped our community, nation		10,000		
	Stage Performers - music, dance, ceremonial	Apr-19 Begin in Aug 2018		Local Vendors	
					FY18
	Heritage education-demos, hands-on	Aug-18		Local Vendors	FY18
	Technical support - sound, lighting, security, restrooms, barriers, - print materials	Feb-19		Supplies	FY19
		Feb-19		Supplies	FY19
Total Budget			\$50,000		

Legacy Projects

	Traveling 1619 Exhibit - multiple exhibits	Mar-19	10,000		
	1619 Exhibit - Formal version of studier construction				
		delivery 10/2018			
	Design	begins 8/1/2018		Supplies	FY18
	Nova Display				FY18
	Nova Display gaskets				FY18
	Printed panels				FY18
	1619 Pop-Ups - Less formal but transportable for broader awareness				
		delivered 10/2018		Supplies	FY18
	Design	begins 8/1/2018			FY18
	(6) Retractable banner stand				FY18
	LED Lighting (6)				FY18
	Materials for shipping/lending to libraries, universities, museums			Supplies	
					FY18
	Summer Educators Institute	Jul-19	13,600	Local Vendors	
	Facility, food and bev.	Jul-19	3,700		FY19
	Speaker fees	Jun-19	4,400		FY19
	Education materials	Apr-19	5,500	Supplies	FY19
	Virginia Indian Symposium	Apr-19	5,900		
	Honorariums - Academics/Tribal Rep.		1,500	Other	FY19
	Travel - presenters in VA & outside state		3,500	Travel	FY19
	Hotel Accommodations - presenters		600	Travel	FY19
	Food - symposium attendees & presenters		300	Travel	FY19
	Witness Project	Nov 2018 - Jun 2019	15,500		
	Project Coordinator - outside contractor	Sep-18	5,000	Local Vendor	FY18
	Consultant fees	Jan/May-19	2,500	Other	FY19
	Planning implementation/logistics	Sept/Oct-18	1,000		FY18
	Equipment & materials	Oct-18	1,000	Supplies	FY19
	Film & Editing equipment & software, props, costumes, location costs, lights, sound equipment		2,500		FY19
	Travel will include cost for student trips to archives in Richmond/DC	Nov/Mar-19	500	Travel	FY19
	Reproduction, image usage		1,000	Supplies	FY19
	Outdoor film showcase	Jun-Aug 2019	2,000	Supplies	FY19
	5 day rental of special projector				
	White covering for outside wall				

Total Budget

45,000

Commemorative Events & Activities

- 1. Reception and Visitor Center Dedication - Fort Monroe Visitor & Education Center** will open in August 2019

Opening event to involve displays of visitor and educational information, entertainment, public addresses, and refreshments. Ribbon cutting official opening of the Fort Monroe Visitor Center. Invited guests to include the Governor of Virginia.

- a. Provision of visitor information, signage, schedules for distribution at center
- b. Support of event scheduling, coordination of dignitaries, necessary chairs, audio visual systems
- c. Memorial announcement at this event
- d. Announcement of African American Heritage and Living History Tours

- 2. African American Heritage and Living History Tours –**

Timeline – Research September 2018

Script Writing – October 2018

Identification of historians/storytellers - November 2018

Schedule & Promote Tours – January 2018

Tours Begin – February 2019

Tours Improved – February – May 2019

Tours focusing on the arc of slavery, beginning with the 1619 African arrival. Living interpreters will reveal history through narrative and song, based on scripts drafted in partnership with National Park Service, Fort Monroe Authority, Hampton History Museum and Hampton Convention & Visitor Bureau.

- a. Outline and draft historical narrative on which the tours will be based
- b. Identify historians and first-person historians to interpret history
- c. Establish and publish schedule; publicize to media, general public

- 3. Cultural Vendors providing educational opportunities, demonstrations, and culturally appropriate food and beverage**

Timeline – Expected between April and August, 2019

- a. Identify specific types of vendors desired and locations where they are needed, specifically near Fort Monroe's bandstand at Continental Park
- b. Coordinate the participation of multicultural vendors providing educational opportunities as well as demonstrations and culturally appropriate food
- c. Establish and publish schedule; publicize to media, general public

- 4. Quilt Activity -** This project involves the entire community and local artists creating a quilt that can be displayed throughout the community (new Fort Monroe Visitor & Educational Center, Hampton History Museum, Libraries, Schools, etc.)

Timeline - Meeting with community, clarifying roles, establishing timeline Sept 2018

Purchase materials October 2018

Public Engagement campaign November 2018

Binding quilting squares into large quilt December 2018– January 2019

Quilt completion February 2019

Public exhibition June 2019 and in August 2019

- a. Coordinate with multiple local Quilt Guilds to create a quilt that serves as an expression of each organization's thoughts, reflections and stories that commemorate the 1619 landing of the Africans at Point Comfort.
 - b. To ensure the community has involvement, near the performance area we will have a special tent at which people can come and create their own square for a large quilt that will be made later. The squares made on the day of the event will be added to other squares made through local community groups and artists that participate to create squares.
 - c. After this event, quilters will sew the squares together to make one quilt which can be displayed for years to come.
 - d. Establish and publish schedule; publicize to media, general public
- 5. Commemorative Ceremony – August 24 – 1 pm**
- a. Expecting to feature elements including Prayer, Keynote Speaker Tucker Family Recognition, honoring of dignitaries from Africa, dancing and drumming, procession to water at African arrival historic marker at close of ceremony
 - b. Identify complementary musical program, participating artists
 - c. Coordination of community-based organization involvement
 - d. Establish and publish schedule; publicize to media, general public
- 6. Concert and Cultural Mini-Fest Saturday, August 24, 2019**
- a. Outdoor concert (with tent) using a national/regional headliner on Saturday evening. Will include local/community performers with possibility of variety of opening acts to appeal to a varied and wide audience.
 - b. Identify indoor venue as alternate site.
 - c. Procure Tent, 60 x 130 Hi Peak Cent, Lights, Stage 16'x20'x14", Carpet, Black Turf, Stage Skirting, Stage Stairs, Sidewall - Solid White (behind stage), Chairs, Generator, Set Up & Breakdown of contracted materials and Delivery/Recovery
 - d. Utilize talent resource providers to identify performing artists.
 - e. Utilize regional media relations to engage local performers
 - f. Establish and publish schedule; publicize to media, general public
- 7. Proclamation – August 25th** - A document created to commemorate the 400th anniversary of the 1619 arrival of Africans to English North America that will ideally be read on Sunday at a pre-designated time.
- a. Draft proclamation for signature by dignitaries and formalize document
 - b. Route for signature by Dignitaries

Legacy Projects

1. Fort Monroe Visitor & Educational Center

- a. An initiative led by the Fort Monroe Authority, the Fort Monroe Visitor Center will be supported by the City of Hampton through

- Provision and distribution of visitor attraction information
- Coordination of Hampton CVB staff support if desired
- Scheduling of programs including riding and walking tours in coordination and complement to National Park Service and FMA established programming
- Signage and historic markers denoting history near and around Fort Monroe visitor center
- Support efforts for a 20-30 minute film with three to five short format films for educational use. These films have been contracted through the MABO by the NPS under Award # 140P4218F0117.

2. Traveling Exhibit

*Timeline - Estimate this should be discussed and formulated Oct 2018-Feb 2019
Estimate implementation in Spring of 2019*

A traveling exhibit including wall panels, limited cases with artifact reproductions and some artifacts, traveling crates for materials, interactive installations

- a. Coordination of content in partnership with National Park Service, Casemate Museum and Fort Monroe Authority, and notable historians
- b. Production and fabrication coordinated through Hampton History Museum through RFP procurement process
- c. Scheduling of traveling exhibit in Hampton, Virginia and Nation to educate the public about First African Arrival in English North America at Point Comfort

Education

1. Summer K-12 Educators Institute

*Timeline - Pilot program occurred involving 23 K-12 educators, four scholarly experts, and four days of learning – July 2018
Compilation of materials for distribution to K-12 educators in Hampton and statewide – August 2018
Identify dates, location and experts for 2019 – September 2018
Promotion of program to Virginia educators Jan – June 2019
Execution of program July 2019*

- a. Identify scholars of African Diaspora
- b. Target an audience of teachers for grades 9-12 in Hampton Public Schools
- c. Apply a community-based pilot initiative in 2018; draw from educators nationally for the 2019 year
- d. Follow guidelines from the Landmarks of American History Workshops and the Summer Institutes for K-12 Teachers the National Endowment for Humanities
- e. Promote to local and statewide for public awareness

2. African Arrival Film Program

- a. The 2019 Commemorative Commission will support the educational content of the film discussion forum. The Commission will also support additional screenings, outside of the month of August. The Education and Awareness Committee will consult with Project 1619 and other community groups that will host film screenings with scholarly public discussions.
- b. Identify three panelists for four film programs in 2019
- c. Identify venue/s for screenings/public discussions
- d. Establish and publish schedule; publicize to media, general public

3. Community Roundtable Series

Timeline - Estimate July 2018 – July 2019

To engage civic associations and churches through our institutions of higher education.

- a. Conducted from July 2018-July 2019 at five locations. At least one event would coincide with Black History Month. Three events would be hosted by faith-based organizations, one would be hosted by Hampton University, and one would be hosted by Thomas Nelson Community College.
- b. Host institutions will provide space, volunteer ushers, etc. as in-kind contribution.

4. Activity 4 - Podcasts and online resources

Timeline - Estimate continuously throughout the course of the events

- a. Commissioners will appear as guests on existing podcasts to be identified, leveraging the credibility those podcasts have built with their audiences. The first podcast partner will be Backstory, the internationally renowned program from the Virginia Foundation for the Humanities, recorded in Charlottesville, Va.
- b. Utilize HamptonVA2019.com for educational content, including podcasts
- c. Identify bloggers to further disseminate information about the 1619 history and the commemorative events in Hampton. Leverage the following the bloggers have to generate public support and awareness

5. Activity 5 – Virginia Indian Presence in the Colony Symposium

Timeline - Identify location, dates – October 2018

Confirm scholars, speakers and panelists Oct-Dec 2018

Publicize Jan – April 2019

- a. Host the Symposium of the Virginia Indian Presence in the Colony in 2019 be held in 2019
- b. Dr. Ashley Atkins Spivey, Director of the Pamunkey Indian Tribal Resource Center has consented to serve on the Symposium.

- c. Three other scholars representing the indigenous peoples in the state have been contacted.
- d. Identify host venue
- e. Establish and publish schedule; publicize to media, general public

6. Hampton History Museum – Heritage Day 2019

Timeline - Estimated around August 24th, 2019

Program Statement: Heritage Day is one to two-day festival event designed to commemorate the melding of the Native American, European, and African cultures that have come together to shape our community.

- a. The layered program will include presentations and performances that will take place on a stage throughout the day as well as other activities
- b. Hands-on family activities, cultural displays and demonstrations, traditional dance and music, food, heritage arts & crafts, a special evening performance of roots music
- c. Broaden the story, providing a deeper context of the early formation of Hampton and its legacy on our current lives.

7. Rag and Bone Project – Culture in Motion

*Timeline - Estimated around August 24th, 2019
Estimated to start securing between Jan-May, 2019*

The cultural and artistic intersection of what we wear and how we move is explored in this project. Using history as the lens – we explore dance and clothing of different cultures and the particular nature of cross-cultural influence translated by these two art forms.

- a. Introduce the art forms of dance and fashion to students as a medium in which historic influences can be traced to modern times. In addition, these two art forms are used as lenses to show students how the past can be seen and understood, and through art becomes relevant to their everyday lives.
- b. Include year-round partnerships with school systems, history, cultural and artistic organizations that would develop professionally led dance and costume creation.
- c. Present costumes during a performance of the dances created by professional dancers and students based on the cultural influences of Native Americans, African Americans and English
- d. The budget for this project would include professional artists in both dance and fashion working with students; field trips; costs of securing images and research materials for projects; materials required in the design efforts of both components; and event infrastructure including venue, lighting, music, and display elements for the fashion.

8. The Witness Project

*Timeline – Identify Project Coordinator Sep 2018
Planning implementation and logistics Sep-Oct 2018*

Identify equipment and materials Oct 2018

Student/educator travel, research, image reproduction Nov-Mar 19

Engage consultant to guide student projects – Jan – May 2019

- a. Involves exploring historic events and then creating a narrative presentation about the events chosen. Utilizes video production and historical research.
- b. Designed to engage students ages 12-18 in an educational program around the Point Comfort narrative that builds real-world skills and also motivates and provides concrete proof to young adults that individuals can change the world
- c. Combines skill building and technical support from a variety of sources including teachers, artists in the community, historians, curators and collection managers
- d. Students learn about interpretation, analysis, history, research methods, writing, design, etc.
- e. Professionally-designed exhibit panels can be hung at the school to showcase the work
- f. The final component is a festival that would last for 1-2 days. A visual art and film festival by design, this event would explore, each year, oral history projects, independent film, and film as a medium to address social justice. Student films created during the year-round Witness Project would be shown and exhibits developed by the young curators will be displayed and presented throughout the event.