**Note: Fill-in portions and guidance are highlighted in yellow. Delete before distributing to Recipient.**

**Task Agreement Number (FBMS will assign agreement number)**

Under

Master Cooperative Agreement P20AC000111

Between

#### The United States Department of the Interior

National Park Service

And

National Older Worker Career Center

DUNS No: 171885353

3811 North Fairfax Drive Suite 900

Arlington VA 22203

CFDA: XX.XXX [include title]

Project Title: XXXX

Park Unit or Program: XXXX

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: *Limit POP to 1 year as authorizing legislation is annual*

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ARTICLE I – LEGAL AUTHORITY

Master Cooperative Agreement Number P20AC00011 was entered into by and between the Department of the Interior, National Park Service, (NPS), and P20AC00011 was entered into by and between the Department of the Interior, National Park Service, (NPS), and National Older Worker Career Center (hereafter referred to as ‘Recipient’) pursuant to

The Further Consolidation Appropriation Act, 2020: Public Law 116-94, Division D – Department of the Interior, Environment, and Related Agencies Appropriations Act, 2020, Title I, S. 111

54 USC 101702-Cooperative agreements, (a) transfer of service appropriated funds—A cooperative agreement entered into by the Secretary of the Interior that involves the transfer of Service appropriated funds to a state, local or tribal government or other public entity, an educational institution, or a cooperative agreement properly entered into under section 6305 of title 31 (previously 16 USC 1g)Unless otherwise specified herein, all terms and conditions as stated in the master cooperative agreement will apply to this task agreement.

ARTICLE II – PROJECT GOALS AND OBJECTIVES

1. Project Goals – The Experienced Services Program is designed to support and augment the capacity of the NPS to meet its’ mission goals and objectives in areas where it lacks sufficient expertise, technical skills and/or capacity. Currently the NPS has a $12 billion plus deferred maintenance backlog and other capacity issues that are threatening to inhibit the ability of the Service to adequately protect and maintain the treasured public land of the United States of America. Additionally the responsibilities of the NPS have grown greatly over the last several decades but the workforce has not adequately augmented its capacity. This has led to a deficit of technical expertise and capacity in some critical program areas.

Through the engagement of highly qualified workers in a temporary capacity, the NPS can in a cost effective and efficient manner meet its strategic and mission goals of protecting and maintaining its park units and provide necessary administrative support to field personal. This program will allow the NPS to quickly add temporary capacity and support to our Federal workers as they work to sustain our park operations and respond to unexpected events and issues that occur throughout the system. The Experienced Services Program will allow the NPS implement temporary fixes and address critical problems while more permanent solutions are developed and executed. This program will in no way displace current employees or substitute future Federal workers.

A secondary goal of this program will be to promote economic development in gateway communities near NPS units and provide supplemental income to individuals 55 years and older. Participants in this program will be able to transfer important technical expertise and experience to current NPS employees and assist with projects that provide a benefit to the visiting public.

The use of private non-profit organizations aligns with many of the Department of the Interior goals for fostering better relationships with the communities it serves and increasing the efficiency and effective of NPS operations. This program aligns with the following Secretary of the Interior goals:

* Create a conservation stewardship legacy second only to Teddy Roosevelt
* Foster relationships with conservation organizations advocating for balanced stewardship and use of public lands
* Restoring trust with local communities
* Consider our impact on local economic development and job creation
* Support the White House Public/Private Partnership Initiative to modernize U.S. infrastructure
* Reduce our deferred maintenance back log
* Support the employment of veterans
* Connect people to parks and help communities protect what is special to them, highlighting their history and retaining or rebuilding their economic and environmental sustainability.

1. Project Objectives – *The expected end result of the project. Objectives are steps towards accomplishing the goals. The objectives must be aligned with actual tasks in the statement of work*.

ARTICE III – PUBLIC PURPOSE

This agreement will support the NPS mission of natural and cultural resource conservation and restoration of our nation’s public lands. Tasks and projects undertaken under this agreement will support and augment the ability of the Service to maintain and support our park units and program offices that interface with local communities.

ARTICLE IV – 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. The full project proposal, if necessary can be incorporated by attachment.]*

*[Statement of Work Attachment language: “The Recipient shall adhere to the approved statement of work as set forth in Attachment XX of this agreement.”]*

ARTICLE V – RESPONSIBILITIES OF THE PARTIES

1. Recipient Responsibilities:
   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. The Recipient shall have program enrollees, if retired Federal employees, coordinate with their former employer’s ethics office for sign-off prior to be appointed to any position under the agreement. A desk audit may be conducted to confirm ethics considerations were made by the Recipient.
   3. The Recipient shall be responsible for recruiting, screening, enrolling and interviewing potential participants. Program enrollees are not Federal employees.
   4. [*List activities the Recipient shall perform under this task agreement.*]
2. NPS Responsibilities:
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, NPS may also provide additional technical assistance to the Recipient in support of the objectives of this agreement.
4. Workers performing under this agreement are not employees of the National Park Service. For this reason, government personnel shall not supervise Recipient program enrollees, nor shall the Recipient program enrollees have supervisory responsibilities over government employees. If there are concerns in regards to performance under this agreement, those concerns shall be addressed to the Recipient organization through the financial assistance awarding officer.
5. Substantial involvement by NPS is anticipated during the period of performance of this agreement. In support of this agreement NPS will be responsible for the following:

[*List tasks and other activities NPS will perform under this task agreement. Include tasks and other activities demonstrating NPS substantial involvement.*]

1. The Recipient and NPS, jointly, agree to the following:
   * + 1. This agreement shall not result in the displacement of individuals currently employed by the National Park Service, including partial displacement through reduction of non-overtime hours, wages, or employment benefits;
       2. This Agreement shall not result in the use of an individual under the Experienced Services Program for a job or function in a case in which a Federal employee is in a layoff status from the same or substantially equivalent job within the Department;
       3. This agreement shall not affect existing contracts for services.
       4. Recipient program enrollees shall not undertake duties that are inherently Government functions.

ARTICLE VI – TERM OF AGREEMENT

This task agreement shall remain in effect from (date) to (date). *The term of the agreement must not exceed one year, as authorizing legislation is renewed annually.*

ARTICLE VII – 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:

Cito Vanegas CEO & President, NOWCC

3811 North Fairfax Drive, Suite 900

Arlington, Virginia 22203

Phone: (703) 558-4200

Fax: (703) 243-0994

cvanegas@nowcc.org

Kathleen Branch

Vice President, Programs and Operations

National Older Worker Career Center, Inc.

3811 N. Fairfax Dr., Suite 900

Arlington, VA 22203

Phone: (703) 558-4227

Fax: (703) 243-0706

kbranch@nowcc.org

ARTICLE VIII – AWARD AND PAYMENT

A. NPS will provide funding to Recipient in an amount not to exceed $XXX.XX for the work described in Article IV 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.

ARTICLE IX – REPORTS AND/OR OUTPUTS/OUTCOMES

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

|  |  |
| --- | --- |
| **Required Reports** | **Report Requirements and Due Dates** |
| **Performance Report** | |
| Format | No specific format required. See content requirements in 2 CFR 200.327-329. |
| 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 X – 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 to 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 XI – 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 XII - SIGNATURES

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

**FOR NATIONAL OLDER WORKER CAREER CENTER**

Cito Vanegas CEO & President

**FOR THE NATIONAL PARK SERVICE**

Name Date

FA Awarding Officer