
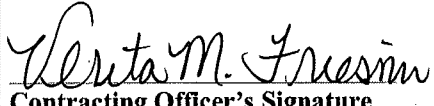


U.S. DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY  
**ASSISTANCE AWARD**



|   |                                     |   |   |            |                           |
|---|-------------------------------------|---|---|------------|---------------------------|
| <b>1</b>  | <b>AWARD TYPE</b>                   | <b>2</b>                                | <b>AWARD NUMBER</b>   | <b>3</b>   | <b>REQUISITION NUMBER</b> |
| <input type="checkbox"/> Grant<br><input checked="" type="checkbox"/> Cooperative Agreement   |                                     | Cooperative Agreement No.<br>G11AC20177 |   | 0020001255 |                           |
| <b>4</b>  | <b>RECIPIENT</b>                    |   | <b>5</b> <b>ISSUED BY</b>   |            |                           |
| Name & Address:<br><br>County of Los Angeles<br>350 South Figueroa Street, Suite 188<br>Los Angeles, CA 90071-1102<br><br>ASAP Subaccount No. G11AC20177  |                                     |   | Name & Address:<br>U. S. Geological Survey, Western Region<br>Branch of Acquisition & Grants<br>3020 State University Drive East, Suite 2002<br>Sacramento, CA 95819<br>Attn: Sasha Klingler<br>Telephone: (916) 278-9333,<br>Email: <a href="mailto:sklingler@usgs.gov">sklingler@usgs.gov</a> |            |                           |
| <b>6</b>  | <b>APPLICATION TITLE &amp; DATE</b> |   |   |            |                           |
| Spring 2011 Los Angeles County Digital Orthoimagery Data Project, dated 25 July 2011.   |                                     |   |   |            |                           |
| <b>7</b>  | <b>AWARD PERIODS</b>                |   | <b>8</b> <b>FISCAL DATA</b>   |            |                           |
| Budget Period:<br>Effective Date through 31 December 2011<br><br>Total Project Period:<br>Effective Date through 31 December 2011<br><br>Effective Date:<br>Date of signature by USGS Contracting Officer   |                                     |   | Federal Share: \$ 180,000.00<br>Nonfederal Share: \$ 2,820,000.00<br>Total \$ 3,000,000.00<br>Appropriation/Object Class:<br>6100.411C0 G000 411C00 GGHIEF0000<br>G50700000.460000 111G0804AR GGHIED0000<br>GR.11.EF00.NGA03.00<br><br>Obligated: \$180,000.00<br><br>DCN: G11AC20177           |            |                           |
| <b>9</b>  | <b>PRINCIPAL INVESTIGATOR</b>       |   | <b>10</b> <b>USGS PROGRAM OFFICERS</b>  |            |                           |
| County of Los Angeles<br>Mr. Mark Greninger, Geographic Information Officer<br>350 South Figueroa Street, Suite 188<br>Los Angeles, CA 90071-1102<br>Telephone: (213) 253-5624<br>Email: <a href="mailto:mgreninger@cio.lacounty.gov">mgreninger@cio.lacounty.gov</a> |                                     |   | U.S. Geological Survey, NSDI Partnership Office<br>Drew Decker, USGS Geospatial Liaison for CA & AZ<br>4165 Spruance Road, Suite 200<br>San Diego, CA 92101<br>Telephone: (619) 225-6430<br>Email: <a href="mailto:ddecker@usgs.gov">ddecker@usgs.gov</a>                                       |            |                           |
| <b>11</b>   | <b>ADMINISTRATIVE DATA</b>          |   | <b>12</b> <b>FAADS DATA</b>   |            |                           |
| CFDA Number: 15.808<br>Program: U. S. Geological Survey Research & Data Collection<br><br>Legislative Authority: 43 U.S.C. 31 and 43 U.S.C. 36c   |                                     |   | City Code: 99037 – Los Angeles<br>County Code: 037 – Los Angeles<br>State Code: 06 – California<br>Congressional District: CA – 033<br>FAADS: 01 – County Government  |            |                           |
| <b>13</b> <b>AUTHORIZED SIGNATURES</b>  |                                     |   |   |            |                           |
| <br>_____<br>Recipient's Signature<br><br>8/1/11<br>_____<br>Date<br><br>Mark Greninger, Geographic Info. Officer<br>_____<br>TYPED NAME AND TITLE                                 |                                     |   | <br>_____<br>Contracting Officer's Signature<br><br>8/1/2011<br>_____<br>Date<br><br>Verita M. Friesner, Contracting Officer<br>_____<br>TYPED NAME AND TITLE   |            |                           |

U.S. DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY  
**ASSISTANCE AWARD**



|   |                                     |   |   |            |                           |
|---|-------------------------------------|---|---|------------|---------------------------|
| <b>1</b>  | <b>AWARD TYPE</b>                   | <b>2</b>                                | <b>AWARD NUMBER</b>   | <b>3</b>   | <b>REQUISITION NUMBER</b> |
| <input type="checkbox"/> Grant<br><input checked="" type="checkbox"/> Cooperative Agreement   |                                     | Cooperative Agreement No.<br>G11AC20177 |   | 0020001255 |                           |
| <b>4</b>  | <b>RECIPIENT</b>                    |   | <b>5 ISSUED BY</b>  |            |                           |
| Name & Address: <b>DUNS: 052238763</b><br><br>County of Los Angeles<br>350 South Figueroa Street, Suite 188<br>Los Angeles, CA 90071-1102<br><br>ASAP Subaccount No. G11AC20177   |                                     |   | Name & Address:<br>U. S. Geological Survey, Western Region<br>Branch of Acquisition & Grants<br>3020 State University Drive East, Suite 2002<br>Sacramento, CA 95819<br>Attn: Sasha Klingler<br>Telephone: (916) 278-9333,<br>Email: <a href="mailto:sklingler@usgs.gov">sklingler@usgs.gov</a> |            |                           |
| <b>6</b>  | <b>APPLICATION TITLE &amp; DATE</b> |   |   |            |                           |
| Spring 2011 Los Angeles County Digital Orthoimagery Data Project, dated 25 July 2011.   |                                     |   |   |            |                           |
| <b>7</b>  | <b>AWARD PERIODS</b>                |   | <b>8 FISCAL DATA</b>  |            |                           |
| Budget Period:<br>Effective Date through 31 December 2011<br><br>Total Project Period:<br>Effective Date through 31 December 2011<br><br>Effective Date:<br>Date of signature by USGS Contracting Officer   |                                     |   | Federal Share: \$ 180,000.00<br>Nonfederal Share: \$ 2,820,000.00<br>Total \$ 3,000,000.00<br>Appropriation/Object Class:<br>6100.411C0 G000 411C00 GGHIEF0000<br>G50700000.460000 111G0804AR GGHIED0000<br>GR.11.EF00.NGA03.00<br><br>Obligated: \$180,000.00<br><br>DCN: G11AC20177           |            |                           |
| <b>9</b>  | <b>PRINCIPAL INVESTIGATOR</b>       |   | <b>10 USGS PROGRAM OFFICERS</b>   |            |                           |
| County of Los Angeles<br>Mr. Mark Greninger, Geographic Information Officer<br>350 South Figueroa Street, Suite 188<br>Los Angeles, CA 90071-1102<br>Telephone: (213) 253-5624<br>Email: <a href="mailto:mgreninger@cio.lacounty.gov">mgreninger@cio.lacounty.gov</a> |                                     |   | U.S. Geological Survey, NSDI Partnership Office<br>Drew Decker, USGS Geospatial Liaison for CA & AZ<br>4165 Spruance Road, Suite 200<br>San Diego, CA 92101<br>Telephone: (619) 225-6430<br>Email: <a href="mailto:ddecker@usgs.gov">ddecker@usgs.gov</a>                                       |            |                           |
| <b>11</b>   | <b>ADMINISTRATIVE DATA</b>          |   | <b>12 FAADS DATA</b>  |            |                           |
| CFDA Number: 15.808<br>Program: U. S. Geological Survey Research & Data Collection<br><br>Legislative Authority: 43 U.S.C. 31 and 43 U.S.C. 36c   |                                     |   | City Code: 99037 – Los Angeles<br>County Code: 037 – Los Angeles<br>State Code: 06 – California<br>Congressional District: CA – 033<br>FAADS: 01 – County Government  |            |                           |
| <b>13 AUTHORIZED SIGNATURES</b>   |                                     |   |   |            |                           |
| _____<br>Recipient's Signature<br><br>_____<br>TYPED NAME AND TITLE   |                                     |   | _____<br>Contracting Officer's Signature<br><br>Verita M. Friesner, Contracting Officer<br><br>_____<br>TYPED NAME AND TITLE  |            |                           |

**A Cooperative Agreement (number G11AC20177) between**

**The U.S. Geological Survey  
NSDI Partnership Office**

**and**

**County of Los Angeles**

**ARTICLE I: STATEMENT OF JOINT OBJECTIVES**

The USGS and the Recipient are mutually interested and desire to cooperate in the acquisition of new high resolution orthoimagery over Los Angeles County.

**ARTICLE II: PROJECT DESCRIPTION**

**1. Background**

New high resolution orthoimagery for the County of Los Angeles is obtained through the Los Angeles Region Imagery Acquisition Consortium (LAR-IAC). Data collections were obtained by LAR-IAC in 2006 and 2008 and 2011 will be the third time this vehicle is used to develop countywide data. The Chief information Office for Los Angeles County, through the Geographic Information Officer, manages the project, provides oversight, and handles financial agreements with project partners.

LAR-IAC operates by collecting contributions from municipalities and regional entities within the county. The funds are used to collect a four-inch resolution orthoimage over urban areas and a one-foot product over rural regions such that the entire county is covered. USGS has participated in LAR-IAC once before by contributing funding and technical support. This was for the 2008 project under assistance award 07WRAG0014.

Through this agreement, the USGS will provide funding to Los Angeles County for their spring 2011 project. This cooperative agreement covers the production of sufficient imagery tiles to cover all of Los Angeles County. The funds will be used to support imagery acquisition and processing and make data available for unrestricted reuse and redistribution to federal partners and a broader public audience of users through *The National Map*. All the data USGS receives through LAR-IAC shall be resampled to a one-foot resolution in State Plane Projection.

This imagery purchase will meet multiple needs for all levels of government: 1) it will provide the local community with much-needed high-resolution imagery for various planning activities; 2) it will provide high-resolution image collection to users of *The National Map* and be available via download over the Internet; and 3) it fulfills a critical need by Homeland Security Agencies to obtain public-domain imagery in partnership with USGS and local GIS communities

## **2. Performance Period**

Date of award through December 31, 2011.

## **3. Federal Involvement**

The USGS intends to work closely with Los Angeles County to ensure that orthoimage data prepared under this cooperative agreement meets technical requirements. USGS involvement will include technical assistance, participation in product review, and metadata development. This role will continue through the performance period of the agreement. The USGS will also provide program resources to adequately inform other potential stakeholders from federal, state and local government about the project.

## **4. Responsibilities**

### **4.1 Los Angeles County will:**

Provide all necessary personnel, equipment, and facilities to award, administer, and monitor the orthoimage production program.

Deliver data that meets the specification and conditions described to USGS National Geospatial Technical Operations Center in Denver, CO, as specified in Section 6 of this document.

### **4.2 USGS will:**

Provide technical assistance and consultation as needed to ensure that specifications and requirements for deliverables are met.

Conduct quality assurance and verification of data delivery provided to USGS National Geospatial Technical Operations Center.

Provide \$180,000 to the County of Los Angeles for the procurement of digital orthoimagery as described above.

Provide public access to all derived public domain data as defined herein through national and state data clearinghouses and appropriate imagery services.

## **5. Schedule**

It is anticipated that imagery acquisition will begin in March, 2011 and that delivery of digital orthoimagery to the USGS will be completed by January 31, 2012. Data deliveries will be made to the appropriate USGS Point of Contact as shown below.

## **6. Points of contact**

### **6.1 USGS (technical issues):**

Drew Decker  
U.S. Geological Survey  
4165 Spruance Road, Suite 200  
San Diego, CA 92101  
619-225-6430  
619-225-6101 fax  
[ddecker@usgs.gov](mailto:ddecker@usgs.gov)

### **6.2 USGS (contracting and/or administrative issues)**

Leigh Ann Davison  
U.S. Geological Survey  
Geospatial Information Office, Western Region  
345 Middlefield Road, MS-955  
Menlo Park, CA 94025  
(650) 329-4268  
(650) 329-4343 fax  
[ldavison@usgs.gov](mailto:ldavison@usgs.gov)

### **6.3 USGS (delivery of the digital orthoimagery)**

Dale Benson  
U.S. Geological Survey, Denver Federal Center  
West 6<sup>th</sup> Ave & Kipling Pkwy  
Building 810, MS 510  
Lakewood, CO 80225  
(303) 202-4394  
[dddaniels@usgs.gov](mailto:dddaniels@usgs.gov)

### **6.4 County of Los Angeles:**

Mark Greninger  
County of Los Angeles, Chief Information Office  
World Trade Center – 350 S. Figueroa, Suite 188  
Los Angeles, CA 90012-2706  
213-2532-5624  
520-620-6981 fax  
[mgreninger@cio.lacounty.gov](mailto:mgreninger@cio.lacounty.gov)

## **7. Specifications**

### **7.1 Digital Orthorectified Images will be referenced to the California Zone 5**

State Plane coordinate system, North American Datum 1983.

7.2 Digital Orthorectified Images will be three-band natural color.

7.3 Ground Resolution (pixel size) shall be one foot. The natural color source photography needs to be of sufficient quality and resolution to support production of digital orthorectified images to this specification.

7.4 Horizontal positional accuracy over the urban area for the orthorectified product shall be 1" = 200' (1:2,400 scale). The horizontal positional accuracy error over the urban area is not to exceed +/- two meters (6.7 feet). Horizontal positional accuracy over the National Forest and rural areas for the orthorectified product shall be 1" = 400' (1:4,800 scale). The horizontal positional accuracy error over rural areas is not to exceed +/-four meters (13.3 feet).

7.5 Digital Orthorectified Images will be submitted in uncompressed, Arc/Info readable, TIFF or GeoTIFF computer file format with companion \*.tfw spatial reference (or world) files, and no internal tiling or overviews. Please avoid compression of the images during any phase of the production process. Presence of compression artifacts will be cause for rejection of data. If GeoTIFF files are delivered please include the following GeoTIFF tags and keys:

- o ModelTiepointTag
- o ModelPixelScaleTag
- o GTModelTypeGeoKey
- o GTRasterTypeGeoKey
- o ProjectedCSTypeGeoKey
- o PCSCitationGeoKey
- o ProjLinearUnitsGeoKey

7.6 Digital orthorectified images shall be provided as image tiles, with approximately 13,800 tiles to be delivered. An index of the tiles must be provided in ESRI shapefile format that includes a projection file (\*.prj) defining the projection system of the index. The shapefile database will include the tile names and other information to include the date of photography for each image.

7.7 Digital orthophoto characteristics - The maximum misalignment between transportation features on adjacent image chips/tiles is three times the pixel size, or three feet. Orthophotos shall be tonally balanced to produce a uniform contrast and tone across the image tiles of the entire project. Changes in color balance across the project, if they exist, shall be gradual. Abrupt tonal variations between tiles are not acceptable. Building tilt shall be corrected to the extent that transportation features are not obscured. Ground features appearing in the orthophoto imagery, such as building roof-tops, water towers, and radio towers, shall not be clipped at seamlines or between individual tiles. Image artifacts introduced during the scanning process and appearing in the final orthophotos are unacceptable, except for very minimal artifacts falling in non-critical coverage areas, such as a small piece of lint appearing in an open area. The images should be free from clouds and cloud shadows.

7.8 Coverage Area: Ortho tiles shall provide complete coverage to the extent of the project area, as shown in Section 9 of this project description. Coverage includes all of Los Angeles County, including Catalina Island.

7.9 Use and Distribution Rights: All deliverable data and documentation will be free from restrictions regarding use and distribution. Data and documentation provided under this task order shall be freely distributable by government agencies.

## **8. Deliverables**

### **8.1 Digital Orthophotos:**

Digital orthorectified images shall be submitted on USB II or Firewire 400 compatible portable hard-drives. Tiles shall be accompanied by an index in ESRI shapefile format as described in Section 7.6, above.

### **8.2 Metadata:**

Los Angeles County will provide project-level FGDC-compliant metadata in XML format to USGS as required for data archiving, documenting, and distribution. This will include but is not limited to production process, accuracy assessment, and source related information.



## 9. Project Area

The project area covers all of Los Angeles County with an area over 4,080 square miles. Approximately 13,800 tiles of digital orthoimagery will be provided as portrayed in the graphic below.





## **Key Personnel**

The personnel named below are hereby identified as key personnel and are considered essential to the work being performed hereunder.

| Name           | Title                  | Estimated Level of Effort |
|----------------|------------------------|---------------------------|
| Mark Greninger | Principal Investigator | 10%                       |
|                |                        |                           |
|                |                        |                           |

## **ARTICLE III: FINANCIAL SUPPORT**

Financial support for research efforts conducted under this Agreement is hereby obligated by the USGS in the amount of \$180,000.00, in accordance with (IAW) the Recipient's Application for Federal Assistance (SF 424) and the Recipient's Budget Information – Non-Construction Programs (SF 424A), dated July 25, 2011. The Government's obligation to make payment to the Recipient is limited to only those funds obligated by this Agreement or by written modification to this Agreement; nothing in this Agreement authorizes the Recipient to incur costs in excess of the agreed upon costs as set forth herein.

### **Pre-Agreement Costs**

In accordance with 2 CFR 225 App. B section 31, the Recipient shall be entitled to reimbursement of costs incurred prior to the effective date of this Agreement which are directly pursuant to the negotiation and in anticipation of the Agreement to the extent that such costs are necessary to comply with the proposed delivery schedule or period of performance and which, if incurred after this Agreement had been entered into, would have been reimbursable under the cost principles applicable to the Recipient as outlined in Article VIII. Notwithstanding these 'pre-agreement' costs, the USGS' total obligation shall not exceed the amount obligated by this Agreement.

### **Revision of Budget or Project Description (Changes)**

Any proposed change which requires the prior written approval of the USGS shall be submitted in writing to the Contracting Officer thirty (30) days prior to the requested effective date of the proposed change.

The following changes require prior written approval by the Contracting Officer:

- 1) Any revision which would result in the need for additional funding.
- 2) Any revision to the scope or objective(s) of this Agreement, regardless of whether there is an associated budget revision.
- 3) Any change to "key personnel" specified in Article II.

4) Unless described in the application and approved by the execution of this Agreement, the subaward, subcontracting, or transfer of any portion of this Agreement, except for the purchase of material, supplies, equipment, or general support services.

5) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.

6) If the total value of this Agreement exceeds \$100,000.00, cumulative transfers among direct cost categories or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten (10) percent of the total value of this Agreement.

7) For institutions of higher education, hospitals, or other non profits; or organizations for profit, individuals, or “other” organizations or entities not otherwise classified, the inclusion of costs that require prior approval in accordance with the cost principles applicable to the Recipient as outlined in Article VIII.

8) For institutions of higher education, hospitals, or other non profits; or organizations for profit, individuals, or “other” organizations or entities not otherwise classified, the absence for more than three (3) months, or a twenty-five (25) percent reduction in the time devoted to this Agreement, by the approved project director or principal investigator.

9) For state, local, or Indian tribal governments, the need to extend the period of availability of funds.

The Contracting Officer will respond to the change request within thirty (30) days of receipt.

#### **ARTICLE IV: PAYMENT AND FINANCIAL REPORTING**

##### **A. PAYMENT**

The USGS will be using the Department of the Treasury Automated Standard Application for Payments (ASAP) to provide electronic invoicing and payment for assistance award recipients. [www.asap.gov](http://www.asap.gov)

(i) The Recipient agrees that it has established or will establish an account with ASAP. USGS will initiate enrollment in ASAP. If the Recipient does not currently have an ASAP account, they must designate an individual (name, title, address, phone and email) who will serve as the Point of Contact (POC).

(ii) With the award of each grant/cooperative agreement, a sub-account will be set up from which the Recipient can draw down funds. After Recipients complete enrollment in ASAP and link their bank account information to the

USGS ALC (14080001), it may take up to 10 days for sub-accounts to be activated and for funds to be authorized for drawdown in ASAP.

(iii) Instructions for obtaining payments will be provided to the Recipient by ASAP. Inquires regarding payment should be direct to:

| <b>Regional Financial Center</b> | <b>Time Zone</b> | <b>Phone Number</b> | <b>Business Hours</b> | <b>Mailing Address</b>                               |
|----------------------------------|------------------|---------------------|-----------------------|--|
| <b>Philadelphia</b>              | Eastern          | (215) 516-8021      | 7:30 a.m. - 4:00 p.m. | P.O. Box 51317<br>Philadelphia, PA<br>19115-6317     |
| <b>Kansas City</b>               | Central          | (816) 414-2100      | 7:30 a.m. - 4:00 p.m. | P.O. Box 12599-0599<br>Kansas City, MO<br>64116-0599 |

(iv) Payments may be drawn in advance only to meet immediate cash disbursement needs.

## **B. CASH MANAGEMENT AND FINANCIAL REPORTING REQUIREMENTS**

### **1. Annual Financial Reports**

The STANDARD FORM 425, FEDERAL FINANCIAL REPORT is required annually for each PMS/ASAP subaccount. The SF425 is available at – [http://www.whitehouse.gov/omb/grants\\_forms](http://www.whitehouse.gov/omb/grants_forms). The SF425 will be due ninety (90) calendar days after the grant/cooperative agreement year (i.e., 12 months after the approved effective date of the grant/cooperative agreement and 12 months thereafter until the expiration date of the agreement). The USGS acknowledges that this annual reporting schedule may not always correspond with a specific budget period. If after 90 days, the Recipient has not submitted a report, the Recipient's account will be placed in a manual review status until the report is submitted. Funds may be withheld for accounts with delinquent reports.

The SF425 must be submitted electronically. The SF 425 Federal Financial Report must be submitted in Adobe .pdf format to [usgs\\_wr\\_sf425@usgs.gov](mailto:usgs_wr_sf425@usgs.gov).

### **2. FINAL FEDERAL FINANCIAL REPORT.**

- a. The Recipient will liquidate all obligations incurred under the award and submit a final STANDARD FORM 425, FEDERAL FINANCIAL REPORT no later than 90 calendar days after the grant/cooperative agreement completion date. Recipient will promptly return any unexpended federal cash advances or will complete a final draw from ASAP to obtain any remaining amounts due. Once 120 days has passed

since the grant/agreement completion date, the ASAP subaccount for this award may be closed by USGS at any time.

b. Subsequent revision to the final SF 425 will be considered only as follows -

(i) When the revision results in a balance due to the Government, the Recipient must submit a revised final Federal Financial Report (SF 425) and refund the excess payment whenever the overcharge is discovered, no matter how long the lapse of time since the original due date of the report.

(ii) When the revision represents additional reimbursable costs claimed by the Recipient, a revised final SF 425 may be submitted to the Contracting Officer with an explanation. If approved, the USGS will either request and pay a final invoice or reestablish the ASAP subaccount to permit the Recipient to make a revised final draw. Any revised final report representing additional reimbursable amounts must be submitted no later than 1 year from the due date of the original report, i.e., 15 months following the agreement completion date. USGS will not accept any revised SF 425 covering additional expenditures after that date and will return any late request for additional payment to the Recipient.

## **ARTICLE V: TERM OF THE AGREEMENT**

This Agreement shall become effective upon the date of signature by the USGS Contracting Officer and shall remain in effect December 31, 2011 unless sooner terminated in accordance with those provisions applicable to the Recipient as outlined in Article VIII.

This Agreement may be modified or extended at any time by mutual written consent of the parties. In no event shall the total term of this Agreement exceed five (5) years.

## **ARTICLE VI: PROJECT INFORMATION SYSTEMS**

Records and reports shall be maintained by the Recipient in accordance with those provisions applicable to the Recipient as outlined in Article VIII. The Recipient shall permit the USGS, the Inspector General of the Department of the Interior, the Comptroller General of the United States, or any of their authorized representatives, the right to examine all records, books, papers or documents relating to this Agreement.

### **Publications – Acknowledgement**

The Recipient shall place an acknowledgment of USGS support on any publication written or published with such support and, if feasible, on any publication reporting the results of, or describing, a supported activity. An acknowledgment shall be to the effect that:

The project described in this publication was supported by Grant/Cooperative Agreement Number G11AC20177 from the United States Geological Survey.

## **Publications – Library Deposit**

Ten (10) copies of any publication produced under this Agreement shall be provided to the Program Officer for deposit in the U.S. Department of the Interior Natural Resources and USGS libraries. This requirement does not apply to journal articles.

## **Performance Reports**

The Recipient shall submit annual performance reports to the designated office yearly, notwithstanding that this Agreement may provide for payment on a more frequent basis. This report is due no later than 90 days after the close of the period covered by the report. In the event that the term of this Agreement is less than one (1) year in duration, a single annual report (final report) shall be required no later than 90 days after completion of this Agreement.

The annual reports shall include the following information:

A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.

Reasons why established goals were not met, if appropriate.

Other pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

Between the required performance reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Recipient shall inform the USGS as soon as the following types of conditions become known:

Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any Federal assistance needed to resolve the situation.

Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

## **ARTICLE VII: PROPERTY MANAGEMENT AND DISPOSITION**

Any property provided by the USGS or acquired by the Recipient with funds from this Agreement shall be managed and disposed in accordance with those provisions applicable to the Recipient as outlined in Article VIII. No property shall be disposed of without written consent by the USGS Contracting Officer.

No property will be provided to or acquired by the Recipient under this agreement.

## **ARTICLE VIII: GENERAL PROVISIONS**

### **General Regulations and Requirements**

The Recipient shall comply with the following:

#### **A. Educational Institutions**

- OMB Circular A-21, Cost Principles for Educational Institutions, as implemented in 2 CFR 220
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

#### **B. State, Local, and Indian Tribal Governments**

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, as implemented in 2 CFR 225
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as implemented in 43 CFR Part 12, Subpart C
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

#### **C. Non-Profit Organizations**

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, as implemented in 2 CFR 230, except recipients listed in Appendix C to 2 CFR 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

#### **D. Organizations for Profit, Individuals, and Others Not Covered Above**

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

Additionally, this Agreement is subject to the following Government-wide regulations:

- 2 CFR 180, Government Debarment and Suspension (Nonprocurement)

And the following regulations of the U.S. Department of the Interior:

- 2 CFR 1400: Nonprocurement Debarment and Suspension
- 43 CFR Part 12, Subpart E: Buy American Requirements for Assistance Programs
- 43 CFR Part 17, Subpart A: Nondiscrimination on the Basis of Race, Color, or National Origin
- 43 CFR Part 17, Subpart B: Nondiscrimination on the Basis of Handicap
- 43 CFR Part 17, Subpart C: Nondiscrimination on the Basis of Age
- 43 CFR Part 17, Subpart E: Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of the Interior
- 43 CFR Part 18, New Restrictions on Lobbying
- 43 CFR Part 41, Nondiscrimination on the basis of sex in education programs or activities receiving Federal financial assistance (*applies if this Agreement provides assistance to an education program or activity, whether or not the recipient is an educational institution*)
- 43 CFR Part 43, Governmentwide Requirements for Drug Free Workplace

### **Buy American Act**

The Recipient is subject to the requirements of 43 CFR Part 12, Subpart E entitled “Buy American Requirements for Assistance Programs.” Additionally, in accordance with Title III, sections 307(b) and 307(d) of H.R. 3423, incorporated by cross-reference in the conference report to H.R. 3194, enacted as the FY 2000 Consolidated Appropriations Bill, Public Law 106-113, the following provision is included:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in FY 2000 and thereafter, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

### **Metric System of Measurement**

In accordance with 43 CFR §12.915 and Executive Order 12770, entitled “Metric Usage in Federal Government Programs,” the following provision is included:



All progress and final reports, other reports, or publications produced under this Agreement shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the Recipient may use non-metric measurements to the extent the Recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the Recipient, such as when foreign competitors are producing competing products in non-metric units.

### **Anti-Lobbying**

The Recipient is subject to the requirements of 43 CFR Part 18, entitled “New Restrictions on Lobbying.” Additionally, in accordance with Division A, Title IV, section 402 of H.R. 2996, enacted as the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2010, Public Law 111-88, the following provision is included:

No part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. §1913.

### **Use of Government-Owned Vehicles**

(a) When it is in the interests of the parties, and with the concurrence of the USGS Contracting Officer, the USGS Program Officer may authorize the Recipient to use a Government-owned vehicle (GOV) to perform work within the scope of this Agreement. The specific GOV provided and the periods of use by the Recipient are subject to availability and the mutual agreement of the parties.

(b) GOVs may only be used by bona fide employees of the Recipient for performance of work within the scope of this Agreement. Recipient employees shall not use any GOV for commuting to and from home and shall not store any GOV other than at the worksite except as required to perform fieldwork under the scope of this Agreement and with written authorization of the USGS Program Officer.

(c) Before any Recipient employee drives a GOV, the employee's supervisor must assure that the employee is at least 18 years of age, has a valid license to drive the type of vehicle to be used and a clean driving record, and understands all applicable state, local and federal (including USGS) laws and regulations.

(d) Before the first use of a GOV under this Agreement, the Recipient shall provide the USGS Contracting Officer with proof of liability insurance or self insurance for at least the following coverage: \$200,000.00 per person and \$500,000.00 per occurrence for

bodily injury; and \$20,000.00 per occurrence for property damage. Subject to the limitations and conditions of any state or local laws limiting tort claims, the Recipient agrees to accept responsibility for all tort claims resulting from accidents occurring while the GOV is under the control of Recipient employees. In the event of an accident while the GOV is in use by a Recipient employee, the Recipient shall immediately submit a report using Standard Form 91, Operator's Report of Motor Vehicle Accident, and 91A, Investigative Report of Motor Vehicle Accident, or equivalent forms to the USGS Contracting Officer.

(e) Reimbursement of reasonable costs for fuel and/or emergency supplies required to safely operate the GOV and necessary to perform work within the scope of this Agreement are allowable in accordance with the cost principles applicable to the Recipient as outlined in Article VIII. The USGS will provide the GOV's preventive maintenance and related supplies unless otherwise agreed to.

(f) Use of a GOV is subject to OMB Circular A-110, part 33, regarding the use of Government-owned controlled property, 41 CFR 101-39.2 and 39.3, 41 CFR 102-34, US Geological Survey Manual Chapters 409.1 and 451.1, and all applicable state and local laws and regulations.

### **Seat Belt Use**

In accordance with 43 CFR §12.2 and Executive Order 13043, entitled "Increasing Seat Belt Use in the United States," the following provision is included:

Recipients of grants/cooperative agreements and/or sub-awards are 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.

### **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving (Executive Order 13513)**

Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (ref.: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). 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 any 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 on behalf of the government.

## **Use of U.S. Flag Air Carriers**

Any air transportation to, from, between or within a country other than the U.S. of persons or property, the expense of which will be paid in whole or in part by U.S. Government funding, must be performed by, or under a code-sharing arrangement with, a U.S. flag air carrier if service provided by such a carrier is "available" (49 U.S.C. §40118, commonly referred to as the Fly America Act). Tickets (or documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number. See the Federal Travel Regulation §301-10.131 - §301-10.143 for definitions, exceptions, and documentation requirements. (See also Comp. Gen. Decision B-240956, dated September 25, 1991.)

## **Activities on Private and Other Non-Federal Lands**

*Paragraph (a) applies only if this Agreement is funded in whole or in part by funds appropriated by Congress for "biological research activity." Paragraph (b) applies to all Agreements.*

(a) Funds provided for the biological research activity in USGS appropriations may not be used to conduct surveys on private property, unless specifically authorized in writing by the property owner.

(1) Accordingly, the Recipient shall not enter non-Federal real property for the purpose of collecting information regarding the property, unless the owner of the property has –

- consented in writing to the entry;
- been provided notice of that entry; and
- been notified that any raw data collected from the property must be made available at no costs, if requested by the land owner.

(2) In this provision, the term "Recipient" includes any person that is an officer, employee, or agent of the Recipient, including a person acting pursuant to a contract or sub-agreement.

(b) The Recipient shall comply with applicable State, local, and Tribal government laws, including laws relating to private property rights.

## **No Endorsement**

*Paragraph (b) applies to all Agreements. The remainder of this section applies only if:*

- (1) the principal purpose of this Agreement is a partnership where the Recipient contributes resources to promote USGS programs or publicize USGS activities, assists in fundraising, or provides assistance to the USGS; and*
- (2) this Agreement authorizes joint dissemination of information and promotion of activities being supported; and*

*(3) the Recipient is not a State government, a local government, or a Federally-recognized Indian tribal government.*

(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 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) A recipient further agrees to include this provision in a subaward to any subrecipient, except for a subaward to a State government, a local government, or to a Federally-recognized Indian tribal government.

### **Access to Research Data**

(a) By regulation (43 CFR 12.936), recipients that are institutions of higher education, hospitals, or non-profit organizations are required to release research data first produced in a project supported in whole or in part with Federal funds that are cited publicly and officially by a Federal agency in support of an action that has the force and effect of law (e.g., regulations and administrative orders). "Research data" is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. It does not include preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; physical objects (e.g., laboratory samples, audio or video tapes); trade secrets; commercial information; materials necessary to be held confidential by a researcher until publication in a peer-reviewed journal; information that is protected under the law (e.g., intellectual property); personnel and medical files and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy; or information that could be used to identify a particular person in a research study.

(b) These requirements do not apply to commercial organizations or to research data produced by State or local governments. However, if a State or local governmental

grantee contracts with an educational institution, hospital, or non-profit organization, and the contract results in covered research data, those data are subject to these disclosure requirements.

(c) Requests for the release of research data subject to this policy are required to be made to USGS, which will handle them as FOIA requests under 43 CFR 2.25. If the data are publicly available, the requestor will be directed to the public source. Otherwise, the USGS Contracting Officer/Grants Officer, in consultation with the affected recipient and the PI, will handle the request. This policy also provides for assessment of a reasonable fee to cover recipient costs as well as (separately) the USGS costs of responding.

### **Research Integrity**

The Recipient shall adhere to the Federal Policy on Research Misconduct, Office of Science and Technology Policy, December 6, 2001, 65 Federal Register (FR) 76260, [http://www.ostp.gov/html/001207\\_3.html](http://www.ostp.gov/html/001207_3.html). The Federal Policy on Research Misconduct outlines requirements for addressing allegations of research misconduct, including the investigation, adjudication, and appeal of allegations of research misconduct and the implementation of appropriate administrative actions.

The Recipient shall promptly notify the USGS Project Office, with courtesy copy to the Contracting Officer, when research misconduct that warrants an investigation pursuant to the Federal Policy on Research Misconduct is alleged.

### **Fiscal Integrity**

The Recipient shall notify the USGS Contracting Officer of any significant problems relating to the administrative or financial aspects of this Agreement, such as misappropriation of Federal funds.

### **Program Income**

(a) The Recipient will have no obligation to the Federal Government for program income earned from license fees and royalties for copyrighted material, in accordance with 43 CFR 12.924(h) or 43 CFR 12.65(e).

(b) If the Recipient is an educational institution or nonprofit research organization, any other program income will be added to funds committed to the project by the Federal awarding agency and Recipient and be used to further eligible project or program objectives, as described in 43 CFR 12.924(b)(1).

(c) For all other types of recipients, any other program income will be deducted from total allowable costs to determine the net allowable costs before calculating the Government's share of reimbursable costs, as provided in 43 CFR 12.65(g)(1) or 43 CFR 12.924(b)(3).

### **Trafficking in Persons**

In accordance with 22 U.S.C. §7104(g), the following provision is included:

(a) Provisions applicable to a Recipient that is a private entity.

1. The Recipient, its employees, Subrecipients under this Agreement, and Subrecipients' employees may not--

- i. Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect;
- ii. Procure a commercial sex act during the period of time that this Agreement is in effect; or
- iii. Use forced labor in the performance of this Agreement or subawards under this Agreement.

2. The USGS may unilaterally terminate this Agreement, without penalty, if the Recipient or a Subrecipient that is a private entity --

- i. Is determined to have violated a prohibition in paragraph (a)(1) of this provision; or
- ii. Has an employee who is determined by the Contracting Officer to have violated a prohibition in paragraph (a)(1) of this provision through conduct that is either--
  - A. Associated with performance under this Agreement; or
  - B. Imputed to the 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 at 2 CFR 1400.

(b) Provision applicable to a Recipient other than a private entity. The USGS may unilaterally terminate this Agreement, 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 provision; or

2. Has an employee who is determined by the Contracting Officer to have violated an applicable prohibition in paragraph (a)(1) of this provision through conduct that is either--

- i. Associated with performance under this Agreement; 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 at 2 CFR 1400.

(c) Provisions applicable to any Recipient.

1. The Recipient must inform the Contracting Officer immediately of any information received from any source alleging a violation of a prohibition in paragraph (a)(1) of this provision.
2. The USGS' right to unilaterally terminate this Agreement, described in paragraphs (a)(2) and (b) of this provision:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. §7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to the USGS under this Agreement.
3. The Recipient must include the requirements of paragraph (a)(1) of this provision in any subaward made to a private entity.

(d) Definitions. For the purposes of this provision:

1. "Employee" means either:
  - i. An individual employed by the Recipient or a Subrecipient who is engaged in the performance of the project or program described in this Agreement; or
  - ii. Another person engaged in the performance of the project or program described in this Agreement and not compensated by the Recipient 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":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - 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 U.S.C. §7102).



### **Alternate Dispute Resolution (ADR)**

(a) The parties agree to use alternate dispute resolution (ADR) procedures to resolve disagreements or claims that may arise under this Agreement to the maximum extent practicable. ADR procedures may be used any time the USGS Contracting Officer has authority to resolve the issue in controversy. If either party refuses an offer of ADR, that party must provide a written explanation of the reasons for rejecting the offer.

(b) When appropriate, a neutral person (third party) may be used to facilitate resolution of the issue in controversy, using procedures chosen by the parties.

(c) The confidentiality of ADR proceedings will be protected consistent with 5 U.S.C. 574.

### **ARTICLE IX: ORDER OF PRECEDENCE**

In the event of any inconsistency within this Agreement, the following order of precedence shall be followed:

1. The cover page.
2. Articles I through IX of this Agreement.
3. Other documents incorporated by reference, if any.

### **DOCUMENTS INCORPORATED BY REFERENCE**

The Recipients' original proposal entitled, "Spring 2011 Los Angeles County Digital Orthoimagery Data Project," dated July 25, 2011; Standard Form 424, "Applications for Federal Assistance"; Standard Form 424A, "Budget Information for Non-Construction Programs"; and Standard form 424B, "Assurances – Non-Construction Programs" dated July 25, 2011 are hereby incorporated by reference.

**– END OF ASSISTANCE AWARD DOCUMENT –**