

Grant and Cooperative Agreement

CHOOSE ONE:

- ☒ COOPERATIVE AGREEMENT
☐ GRANT

CHOOSE ONE:

- ☐ EDUCATION ☐ FACILITIES ☒ RESEARCH ☐ SDCR ☐ TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER

G14AC00125

2. SUPPLEMENT NUMBER

3. EFFECTIVE DATE

04/24/2014

4. COMPLETION DATE

06/30/2015

5. ISSUED TO

NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
SANTA FE, COUNTY OF

Attn: ATTN GOVERNMENT POC

102 GRANT AVE

SANTA FE NM 87501-2061

6. ISSUED BY

USGS OAG DENVER ACQUISITION BRANCH

Mailing Address: PO BOX 25046

204 DENVER FEDERAL CENTER

DENVER CO 80225-0046

7. TAXPAYER IDENTIFICATION NO. (TIN)

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR
PROGRAM MGR. (Name & Phone)

Carol Giffin 303-236-5436

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

10. RESEARCH, PROJECT OR PROGRAM TITLE

Santa Fe County 2014 Regional LiDAR Project

11. PURPOSE

This Cooperative Agreement is entered into with the Santa Fe County (New Mexico) to acquire
process LiDAR data for north central New Mexico.

12. PERIOD OF PERFORMANCE (Approximately)

04/24/2014 through 06/30/2015

13A.

AWARD HISTORY

13B.

FUNDING HISTORY

PREVIOUS

\$0.00

PREVIOUS

\$0.00

THIS ACTION

\$100,000.00

THIS ACTION

\$100,000.00

CASH SHARE

\$0.00

TOTAL

\$100,000.00

NON-CASH SHARE

\$0.00

RECIPIENT SHARE

\$0.00

TOTAL

\$100,000.00

14. ACCOUNTING AND APPROPRIATION DATA

01

PURCHASE REQUEST NO.

0020045640

JOB ORDER NO.

AMOUNT

STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Carol Giffin	911	303-236-5436	clgiffin@usgs.gov
NEGOTIATOR				
ADMINISTRATOR	Melissa Hutchison		303-236-9319	mhutchison@usgs.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF:

USGS Organic Act. 43 U.S.C. 31 Legislation P.L. 104-99

17. APPLICABLE STATEMENT(S), IF CHECKED:

- ☐ NO CHANGE IS MADE TO EXISTING PROVISIONS
☐ FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC
 REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:

- ☐ PROVISIONS ☐ SPECIAL CONDITIONS
☐ REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA

COOPERATIVE AGREEMENT RECIPIENT

CONTRACTING/GRANT OFFICER

Melissa Hutchison

DATE

5/14/14

AUTHORIZED REPRESENTATIVE

Richard Miller
 Approved as to form
 Santa Fe County Attorney
 By: *Richard Miller*
 Date: *5/14/14*

DATE

5-12-14

Grant and Cooperative Agreement

ITEM NO (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00010	<p>CFDA Number: 15.808</p> <p>DUNS Number: 053297131+0000</p> <p>Delivery Location Code: 0006366931</p> <p>USGS NGTOC</p> <p>MS 306</p> <p>Rolla MO 65401 US</p> <p>Account Assignment: K G/L Account: 6100.411C0</p> <p>Business Area: G000 Commitment Item: 411C00 Cost Center: GGHIEF0000 Functional Area: GE0300000.460000 Fund: 145G0804MD Fund Center: GGHIEF0000 Project/WBS: GX.14.EF00.MCP10.00 PR Acct Assign Line: 01</p> <p>Period of Performance: 04/24/2014 to 06/30/2015</p> <p>Cooperative Agreement to acquire and process light detection and ranging (LiDAR) data for the north central New Mexico area.</p> <p>Obligated Amount: \$100,000.00</p> <p>The total amount of award: \$100,000.00. The obligation for this award is \$100,000.00.</p>				100,000.00

SECTION A – ASSISTANCE AWARD FORM

In the event of any inconsistency between the provisions contained in the documents listed below, the inconsistency shall be resolved by giving precedence in the following order: (a) the Assistance Award document and (b) the Recipient's proposal dated April 23, 2014.

OFFER AND ACCEPTANCE:

The United States of America, acting by and through the USGS, hereby offers a Cooperative Agreement to Santa Fe County for all approved costs up to and not exceeding \$100,000.00 (See E.2) for support described herein. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award by signature or electronic means. Awards are based on the application submitted to and approved by DOI and are subject to the terms and conditions incorporated either directly or by reference below.

SECTION B - SCOPE

This Cooperative Agreement is being entered into with Santa Fe County, New Mexico, for the acquisition of Quality Level 2 LiDAR data covering Santa Fe County, New Mexico.

SECTION C – PROJECT DESCRIPTION

Cooperative partnership funding project between the USGS and the Santa Fe County, New Mexico to acquire and process light detection and ranging (LiDAR) data for approximately 2,600 to 3,400 square miles within north central New Mexico. The project area of interest is made up of urbanized areas, surface irrigated riparian areas, badlands, high desert plains and mountainous landscapes. Elevation ranges from 5,400 to 13,000 feet above mean sea level.

SECTION D - DELIVERABLES

D.1 Project Period

The initial project period is from April 24, 2014 through June 30, 2015. The total project period is from April 24, 2014 through June 30, 2015.

☒ Not Applicable ☐ The US Geological Survey will consider continued funding for the project upon (1) availability of funds, (2) the recipient showing progress satisfactory to the USGS program goals and the determination by the USGS that the continuation of the program would be in the best interest of the Government, (3) the submission of a SF424 "Application for Federal Assistance" with a technical proposal describing the research objectives for the requested funding period; and (4) submission of a detailed budget for the requested funding period, 60 calendar days before the project period expires for the current year, and (5) adherence to the published terms and conditions of the award. The submission of the required forms and information requested

above in no way obligates the USGS to extend this agreement nor is this paragraph to be interpreted as a promise that future funds will be available.

D.2 Progress Reports

- a. The recipient shall submit two copies of each progress report to the USGS Project Officer (see Block 9 of Page 1) and one copy of the transmittal letter to the Grant Administrator (see E.1 for address). Annual progress reports shall be submitted to the designated office no later than 90 days after the close of the period covered by the report.
- b. The annual progress reports shall include the following information:
 - (i) A quantitative description of activities and overall progress in response to the performance metrics.
 - (ii) An indication of any current problems which may impede performance.
 - (iii) An outline of the anticipated activities and adjustments to the program during the next reporting period.
 - (iv) A summary of expenditures incurred during the year, and any unspent balance of funds.
- c. Between the required 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:
 - (i) 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.
 - (ii) Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

D.3 Final Technical Report

- a. The recipient shall submit two copies of the final technical report to the USGS Project Officer (see Block 9 of Page 1) and one copy of the transmittal letter to the Grant Administrator to the address shown in Section E.1).
- b. The final technical report shall document and summarize the results of the committee's work. Such reports shall include a quantitative description of activities and overall progress in response to the performance metrics which documents and summarizes the results of the entire grant. The final report shall include tables, graphs, diagrams, sketches, etc., as required to explain the results achieved under the grant. The report shall also include recommendations and conclusions based upon both the experience and the results obtained. The final report shall be submitted within 90 days of the end of the project period.

D.4 Cash Management and Financial Reporting Requirements

1. Annual Financial Reports.

The recipient will submit annual STANDARD FORM 425, FEDERAL FINANCIAL REPORT(S) for each individual USGS award. The SF 425 is available at - http://www.whitehouse.gov/omb/grants_forms. The SF 425 will be due ninety (90) calendar days after the grant year (i.e., 12 months after the approved effective date of the grant agreement and every 12 months thereafter until the expiration date of the grant agreement). USGS acknowledges that this annual reporting schedule may not always correspond with a specific budget period. The SF 425 must be submitted electronically through the FedConnect Message Center (www.fedconnect.net). If after 90 days, recipient has not submitted a report, the recipient's account in ASAP will be placed in a manual review status until the report is submitted.

2. Final Financial Report.

a. The recipient will liquidate all obligations incurred under the award and submit a final STANDARD FORM 425, FEDERAL FINANCIAL REPORT through FedConnect (www.fedconnect.net) no later than 90 calendar days after the grant/cooperative agreement completion date. The SF 425 is available at - http://www.whitehouse.gov/omb/grants_forms. 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.

D.5 Publications

Please see Section F.3.h. No Endorsement Provision for additional regulation of publications.

a. Acknowledgement

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

The project described in this publication was supported by Grant/Cooperative Agreement Number G14AC00125 from the United States Geological Survey. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the USGS.

b. Publication

Publication of the results of any project carried out under this assistance award is authorized in professional journals, trade magazines, or may be made by the USGS. Manuscripts submitted to journals or professional publications for publication shall be accompanied by the following notation:

This manuscript is submitted for publication with the understanding that the United States Government is authorized to reproduce and distribute reprints for Governmental purposes.

One copy of each article planned for publication shall be submitted to the USGS Project Officer simultaneously with its submission for publication. One reprint of each published article shall be submitted to the USGS Project Office immediately following publication.

c. Departmental Manual Requirements

505 DM requires that two copies of each publication produced under a Grant or Cooperative Agreement be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication. The address of the library is:

U.S. Department of the Interior
Natural Resources Library
Division of Information and Library Services
Gifts and Exchange Section
18th and C Streets, NW
Washington, DC 20240

Publications issued on the work performed under this agreement must acknowledge the support and collaboration of the Department of the Interior, USGS and the Recipient under Assistance Award Number G14AC00125.

SECTION E – ASSISTANCE ADMINISTRATIVE DATA

E.1 Assistance Administration

This Assistance Award will be administered by:

U.S. Geological Survey
Office of Acquisition and Grants – Denver Acquisition Branch
Denver Federal Center, Bldg 810, MS 204
Denver, CO 80225
Attn: Melissa Hutchison, Contracting Officer
Telephone: 303-236-9319
Fax: 303-236-2710
Email: mhutchison@usgs.gov

Written communications shall make reference to the Assistance Award number and shall be mailed to the above address.

E.2 Funding

- a. The total estimated cost of the USGS share for the performance of this Assistance Award is \$100,000.00 inclusive of any renewal years.
- b. The amount obligated under this Assistance Award, hereinafter referred to as “obligated funds”, presently the sum of \$100,000.00, shall be available for payment of costs incurred by the recipient in performance of this award from the effective April 24, 2014 through June 30, 2015. In no event shall costs be incurred in performance of this agreement in excess of the funds currently obligated.
- c. Prior approval of the Contracting Officer/Grant Administrator is not required for transfer of funds between direct cost categories when the cumulative amount of the transfer during the performance period does not exceed ten percent (10%) of the total USGS award. Prior written approval is required from the Contracting Officer/Grant Administrator for transfers of funds in excess of the ten percent limitation.

E.3 Payment

- ☒ Payments under financial assistance awards must be made using the Department of the Treasury Automated Standard Application for Payments (ASAP) system (www.asap.gov).

- a. 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 e-mail) who will serve as the Point of Contact (POC).
- b. 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 banking 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.
- c. Inquiries regarding payment should be directed to:

Regional Finance Center	Time Zone	Phone Number	Business Hours	Mailing Address
Philadelphia	Eastern	(215) 516-8021	7:30 a.m - 4:00 p.m.	P.O. Box 51317 Philadelphia, PA 19115-6317
Kansas City	Central	(816) 414-2100	7:30 a.m - 4:00 p.m.	P.O. Box 12599-0599 Kansas City, MO 64116-0599
San Francisco	Mountain or Pacific	(510) 594-7182	7:30 a.m - 4:00 p.m.	P.O. Box 24700 Oakland, CA 94623-1700

- d. Payments may be drawn in advance only as needed to meet immediate cash disbursement needs.
- ☐ A waiver has been granted by the Associate Director for Administrative Policy and Services because this award involves payments to a foreign recipient.

- a. Payment will be made by Treasury Check upon receipt of a properly prepared SF 270 REQUEST FOR ADVANCE OR REIMBURSEMENT. Submit the SF 270 form to the address specified in E.1. Requests should be submitted on a quarterly basis. Request for the entire award amount will be denied.
- b. Payments may be drawn in advance only as needed to meet immediate cash disbursement needs.

E.4 Involvement Statement

- ☐ There will be no substantial involvement by the USGS in performance of this grant.
- ☒ Substantial involvement is anticipated through the terms of this cooperative agreement between the USGS and the Recipient. A summary of the involvement is as follows:

A. Santa Fe County will accomplish the following during the period of this cooperative agreement:

1. Provide all necessary personnel, equipment, and facilities to award, administer, and monitor the lidar acquisition project.
2. Provide in a timely manner, pre- and post-flight deliverables.
3. Coordinate the overall project.
4. Notify USGS on the progress of task activities and deliverables.
5. Coordinate with USGS to address any issues that arise during the inspection (quality assurance) of the lidar dataset in accordance with dataset deliverables, acquisition requirements, collection conditions, standards and specifications.

B. U.S. Geological Survey will accomplish the following:

1. USGS will be involved in a substantial way in the project to ensure that the lidar data collection efforts support USGS technical requirements. USGS will collaborate with Santa Fe County to establish the data collection standard, evaluate data quality, establish milestones, and in the management and performance of this project.
2. National Geospatial Technical Operations Center (NGTOC):
 - (a) Provide any necessary planning consultation and technical assistance.
 - (b) In coordination with Santa Fe County, conduct the inspection (quality control) of the lidar dataset in accordance with dataset deliverables, acquisition requirements, collection conditions, standards and specifications.
 - (c) Provide the accepted lidar data for public access (public domain) through the National Elevation Database (NED).
3. New Mexico Geospatial Liaison:
 - (a) Participate in the project planning, consultation, technical assistance, and product review (quality assurance) throughout the performance period of this project.
 - (b) Ensure that the schedule agreed to by the project's cooperators for accomplishing the project is met.
 - (c) Coordinate the delivery of the lidar data from Santa Fe County to the NGTOC for the inspection (quality assurance) process.
 - (d) Work with Santa Fe County and the NGTOC lidar inspection team to ensure that the lidar dataset deliverables meet USGS lidar standards and specifications for the USGS National Elevation Dataset (NED) and The National Map and that the data may be placed in the public domain.

- (e) Coordinate with the project cooperators to report to the NMGAC Elevation Data Planning and Acquisition Subcommittee on lessons learned from this project which may be incorporated in decisions which affect the Statewide plan for lidar acquisition.

E.5 Project Extension

- a. A request for change in the project period requires advance written approval by the Contracting Officer/Grant Administrator. The request must be submitted in writing, stating the basis for the request, to the Contracting Officer/Grant Administrator at least 30 calendar days prior to the expiration of the Assistance Award. The Recipient shall submit a revised budget indicating the planned use of all unexpended funds during the extension period.
- b. The Contracting Officer/Grant Administrator will notify the Recipient in writing within 15 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

E.6 Modification

This award may be modified in writing by mutual consent of the Recipient representative and the Contracting Officer.

SECTION F - GENERAL PROVISIONS

F.1 Cost Principles, Audit, And Administrative Requirements

The Recipient shall be subject to the following OMB circulars and regulations, which are incorporated herein by reference. Copies of these Circulars can be obtained from the Internet at: <http://www.whitehouse.gov/omb/circulars/index.html>.

☐ Educational Institutions

- a. 2 CFR 220, Cost Principles for Educational Institutions (OMB Circular No. A-21)
- b. 2 CFR 215, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-profit Organizations (OMB Circular No. A-110), as implemented in 43 CFR Part 12, Subpart F.
- c. OMB Circular No. 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

☒ State and Local Governments

- a. 2 CFR 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)

- b. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR Part 12, Subpart C
- c. OMB Circular No. 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

☐ Non-Profit Organizations

- a. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- b. 2 CFR 215, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-profit Organizations (OMB Circular No. A-110), as implemented in 43 CFR Part 12, Subpart F.
- c. OMB Circular No. 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

☐ Organizations for Profit, Individuals, and Others Not Covered Above

- a. Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- b. 2 CFR 215, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations (OMB Circular No. A-110), as implemented in 43 CFR Part 12, Subpart F,
- c. FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

F.2 Additional Regulations

This award is subject to the following additional Government-wide regulations:

- 2 CFR 180, Government Debarment and Suspension (Nonprocurement)
- 2 CFR 1400, Department of the Interior Nonprocurement Debarment and Suspension

This award is subject to the following additional regulations of the U.S. Department of the Interior:

- 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 only if this award provides assistance to an education program or student(s).*]
- 43 CFR Part 43, Governmentwide Requirements for Drug Free Workplace

F.3 Additional Articles Required For Compliance With Statute Or Regulation

a. Buy American Act Notice (43 CFR Sec. 12.710(c))

Pursuant to Sec. 307(b) of the Department of the Interior and Related Agencies Appropriations Act, FY 2000, Public Law 106-113, please be advised of the following:

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

b. Metric Conversion (43 CFR Sec 12.915)

All progress and final reports, other reports, or publications produced under this award 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.

c. Anti-Lobbying (43 CFR Part 18)

The Recipient shall not use any part of the appropriated funds from the Department of Interior 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.

d. The Seat Belt Provision (43 CFR Sec. 12.2(e))

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 seatbelts and the consequences of not wearing them.

e. 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 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.

f. 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.)

g. Activities on Private And Other Non-Federal Lands

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

☒ *This award does not involve funds appropriated to the biological research activity of the USGS. Therefore the following subsection of this provision does NOT apply:*

☐ *This award involves funds appropriated to the biological research activity of the USGS. Therefore the following subsection of this provision applies:*

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

a) 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 –

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

b) 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.

h. No Endorsement Provision (43 CFR 12.2(d))

Paragraph 2) applies to all awards.

☒ *The remainder of this provision does not apply.*

☐ *The remainder of this provision applies because:*

- *the principal purpose of the agreement is a partnership where the recipient/partner contributes resources to promote agency programs or publicize agency activities, assists in fundraising, or provides assistance to the agency; and*
- *the agreement authorizes joint dissemination of information and promotion of activities being supported; and*
- *the recipient is not a State government, a local government, or a Federally-recognized Indian tribal government.*

1) 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.

2) 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.

3) 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.

4) 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.

i. Access To Research Data

1) 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.

2) 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.

3) 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.

j. Government Furnished Property Or Property Authorized For Purchase

The recipient shall comply with 2CFR Part 215, Section 215.34. Title to nonexpendable personal property acquired wholly or in part with Federal funds shall be vested in the Recipient unless otherwise specified in the award document. The Recipient shall retain control and maintain a property inventory of such property as long as there is a need for such property to accomplish the purpose of the project, whether or not the project continues to be supported by Federal funds. When there is no longer a need for such property to accomplish the purpose of the project, the Recipient shall use the property in connection with other Federal awards the Recipient has received. Under no circumstances shall title to such property be vested in a sub-tier recipient. Disposal of nonexpendable personal property shall be in accordance with the applicable OMB circular.

☒ There is no non-expendable personal property authorized on this grant/cooperative agreement.

☐ The following equipment will be vested with the recipient: none

k. Trafficking in Persons (22 U.S.C. § 7104(g))

1. Provisions applicable to a recipient that is a private entity.
 - (a) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --
 - (1) Is determined to have violated a 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 a 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 you 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 43 CFR Part 42.
2. Provisions applicable to any recipient.
 - (a) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - (b) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (c) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
3. Definitions. For purposes of this award term:
 - (a) "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) 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.
 - (b) "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.
 - (c) "Private entity":
 - (1) 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.
 - (2) Includes:

- i. 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).
 - ii. A for-profit organization.
- (d) 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).

1. Transparency Act Subaward and Executive Compensation Reporting (2 CFR Part 170).

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery 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) You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.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. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your 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, you 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/excomp.htm>).

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

(i) As part of your registration profile at <http://www.ccr.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 you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you 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/excomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- (i) To the recipient.
 - (ii) By the end of the month following the month during which you make 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), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are 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 does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - (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 you (the recipient) under this award; and
 - (ii) Is accountable to you 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)):
 - a. Salary and bonus.
 - b. 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.
 - c. 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.
 - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - e. Above-market earnings on deferred compensation which is not tax-qualified.
 - f. 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.
- m. Central Contractor Registration and Universal Identifier Requirements (2 CFR Part 25)
- A. Requirement for Central Contractor Registration (CCR)
 Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers
 If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. 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.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. II.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

F.4 Additional General Terms and Conditions

a. Research Integrity

1) USGS requires that all grant or cooperative agreement recipient organizations 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. 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.

2) The recipient must promptly notify the USGS Project Office when research misconduct that warrants an investigation pursuant to the Federal Policy on Research Misconduct is alleged.

b. Fiscal Integrity

The recipient will notify the USGS Contracting Officer/Grants officer of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of Federal funds.

c. Program Income

1) 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) (for A-110 recipients) or 43 CFR 12.65(e) (for A-102 recipients).

2) 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).

3) 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 3 CFR 12.65(g)(1) (for A-102 recipients) or 43 CFR 12.924(b)(3) (for A-110 recipients).

SECTION G - DOCUMENTS INCORPORATED BY REFERENCE

Recipient's original proposal entitled Santa Fe County 2014 Regional LiDAR Project dated April 23, 2014; Standard Form 424 "Application for Federal Assistance"; Standard Form 424A "Budget Information for Non-Construction Programs"; and Standard Form 424B "Assurances - Non-Construction Programs" dated April 23, 2014 are hereby incorporated by reference.

– END OF ASSISTANCE AWARD DOCUMENT –





United States Department of the Interior

U. S. GEOLOGICAL SURVEY

Box 25046, MS 204
Denver Federal Center
Denver, Colorado 80225

May 20, 2014

Santa Fe County
Erle Wright
102 Grant Ave
Santa Fe, NM 87501

Mr. Wright:

Attached is your copy of Cooperative Agreement No. G14AC001252 pertaining to effort entitled Santa Fe County 2014 Regional LiDAR Project.

As stated in the cooperative agreement under Section E.3 – Payment, you are required to submit financial reporting forms, Standard Form 425. These forms can be obtained at http://www.whitehouse.gov/omb/grants/grants_forms.html.

Poster "Equal Opportunity is the Law" (OFCCP 1420) is to be displayed in an area which is easily accessible to your employees. You may access and print this poster by going to <http://www.doi.gov/osbp/sbrefa/poster/matrix.htm>

Carol Giffin has been delegated authority as the Project Officer in connection with this Cooperative Agreement. It should be noted that only the Contracting Officer can make changes to the Cooperative Agreement, settle disputes, or terminate the agreement.

Your attention is called to the Payment Provisions in Section E of the agreement. Payments under this agreement are made through the Department of the Treasury Automated Standard Application for Payments (ASAP) system.

If you have any questions concerning this cooperative agreement or if any questions arise during performance, please contact Melissa Hutchison at 303-236-9319 or e-mail mhutchison@usgs.gov.

Sincerely,

Melissa J. Hutchison
Contracting Officer, Denver Acquisition Branch

