INTERLOCAL AGREEMENT
FOR PEREGRINE FALCON MODELING IN CLARK COUNTY
2005-NDOW-609D-P

CBE NO. 601423-09

between

CLARK COUNTY, NEVADA
DEPARTMENT OF AIR QUALITY AND ENVIRONMENTAL MANAGEMENT
DESERT CONSERVATION PROGRAM

and

NEVADA DEPARTMENT OF WILDLIFE

FUNDING SOURCE – SNPLMA – ROUND 6

This Interlocal Agreement (herein after referred to as Agreement) is entered into on this 7th day of April, 2009, by and between CLARK COUNTY, administered by the Department of Air Quality and Environmental Management, (herein after referred to as County), a political subdivision of the State of Nevada, and Nevada Department of Wildlife (herein after referred to as Agency), a public agency, for Peregrine Falcon Modeling in Clark County.

WITNESSETH:

WHEREAS, County is required to approve and implement conservation actions and activities within Clark County, Nevada over the thirty year term of the Multiple Species Habitat Conservation Plan (MSHCP) Permit #TE034927-0, effective January 9, 2001 accessible on the following website:

WHEREAS, pursuant to the authority granted by NRS 277.180, which authorizes County to enter into agreements with Agency to perform any governmental service or activity or undertaking which County or Agency is authorized to perform by law.

WHEREAS, County agrees to fund this Agreement up to the firm fixed amount of $14,000.00 including all travel, lodging, meals, equipment and miscellaneous expenses.

WHEREAS the funds necessary to pay for the actions and activities described in Exhibit A, Scope of Work are provided pursuant to the Southern Nevada Public Land Management Act accessible on the following website: http://www.blm.gov/nv/st/en/snplma.html, and the approved Cooperative Agreement # FAA060112 between County and the U.S. Bureau of Land Management. Agency shall comply with the applicable terms and conditions of the Cooperative Agreement noted in Exhibit B, Specific Terms and Conditions of Cooperative Agreement, and at County’s request, provide documentation, information, etc., as necessary, for County to comply with the terms and conditions of the Cooperative Agreement.

WHEREAS, the parties desire to enter into this Agreement for the purposes of assuring actions identified in Exhibit A, Scope of Work will be completed by Agency and paid for by County.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants, the parties agree as follows:

ARTICLE I: SCOPE OF WORK

Agency will provide goods and/or services set forth in Exhibit A, Scope of Work attached hereto as project actions.

ARTICLE II: ADMINISTRATION OF AGREEMENT

Actions performed by Agency shall be subject to review for compliance with the terms of this Agreement by County’s representative, Heather Green, Management Analyst II, 702-455-1605, or the Director of Department of Air Quality and Environmental Management’s designee. County’s representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff member(s).

ARTICLE III: SUBCONTRACTS

Upon written approval by County, Agency may subcontract with, or arrange for work defined in Exhibit A, Scope of Work to be completed by, an approved agency or contractor.

ARTICLE IV: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

County agrees to pay Agency for goods and/or services provided as outlined in Exhibit A, Scope of Work, up to the firm fixed amount of $14,000.00, based on approved budget appropriations for this project.
Agency will be entitled to periodic payments for work completed, and for other approved direct costs incurred as defined in Exhibit A, Scope of Work.

County, at its discretion, may not approve or issue payment on invoices if Agency fails to provide the following information required on each invoice:

a. The title of the project as stated in Exhibit A, Scope of Work, County’s Contract Number, Project Number, Purchase Order Number, the Invoice Date, the Invoice Period, the Invoice Number, the Payment Address, and the Funding Source.

b. A “BUDGET SUMMARY COMPARISON”, which outlines the total amount Agency was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

If County rejects an invoice as incomplete, Agency will be notified within thirty (30) calendar days of receipt and Agency will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted by United States mail or commercial courier/parcel service addressed as follows:

Sr. Financial Office Specialist, Desert Conservation Program
Clark County Department of Air Quality and Environmental Management
500 S. Grand Central Parkway
PO Box 555210
Las Vegas, NV 89155-5210

Agency shall submit an invoice within sixty (60) days after the end of each calendar quarter in which the Agency performs services, provides deliverables, and/or meets milestones, as agreed upon in the Scope of Work, unless County and Agency agree upon a different timetable in writing. However, without exception, Agency shall submit any and all invoices within six (6) months from the date Agency performs services, provides deliverables, and/or meets milestones, as agreed upon in the Scope of Work.

County will provide payment within sixty (60) days after receipt of an acceptable invoice including required documentation. Upon request by County, Agency shall provide justification of expenses within thirty (30) days. County shall not provide payment on any invoice Agency submits after six (6) months from the date Agency performs services, provides deliverables, and/or meets milestones, as agreed upon in the Scope of Work.

Agency must notify County in writing of any changes to Agency’s remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) days for the change to be processed.

County is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. County does not pay late fees or charges. Final payment will be withheld until all deliverables have been submitted and accepted.

ARTICLE V: TIME SCHEDULE

Time is of the essence for this agreement. The work identified in Exhibit A, Scope of Work is anticipated to end on March 31, 2011.

If the Agency’s performance of work is delayed or if the Agency’s sequence of tasks is changed, the Agency shall include a written explanation of the reasons for the delay and shall ensure that the updated schedule provides for the completion of the work within the term of the Agreement. Each updated schedule is subject to the County representative’s written approval. If at any time, the work is at risk of not being completed within the term of this Agreement, Agency shall notify the County’s representative in writing immediately.

ARTICLE VI: TERM OF AGREEMENT

The term of this Agreement shall be from the day of contract award through March 31, 2011, contingent upon the availability of funds.

County, at its sole discretion, may authorize a no cost extension to the term of this Agreement for a period up to ninety (90) days.

Final invoices to be submitted under this Agreement must be received by County within ninety (90) calendar days after contract end date.
ARTICLE VII: SUSPENSION AND TERMINATION

County may suspend performance by Agency under this Agreement for such period of time as County, at its sole discretion, may prescribe by providing written notice to Agency at least ten (10) working days prior to the date on which County wishes to suspend. Upon such suspension, County will pay Agency its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Agency shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from County to resume performance. In the event County suspends performance by Agency for any cause other than the error or omission of Agency, for an aggregate period in excess of thirty (30) days, Agency shall be entitled to an equitable adjustment of the compensation payable to Agency under this Agreement to reimburse Agency for additional costs occasioned as a result of such suspension of performance by County based on appropriated funds and approval by County.

This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

a. Not less than thirty (30) calendar days written notice of intent to terminate; and

b. An opportunity for consultation with the terminating party prior to termination.

This Agreement may be terminated in whole or in part by County for its convenience; but only after Agency is given not less than thirty (30) calendar days written notice of intent to terminate.

If termination for default is effected by County, County will pay Agency that portion of the compensation which has been earned as of the effective date of termination but:

a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

b. Any payment due to Agency at the time of termination may be adjusted to the extent of any additional costs occasioned to County by reason of Agency's default.

If termination is for County's convenience, County will pay Agency that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work. Compensation which has been earned does not include incomplete deliverables.

Upon receipt or delivery by Agency of a termination notice, Agency shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to County, copies of all deliverables completed as pursuant to the schedule set forth in Exhibit A, Scope of Work.

Upon termination, County may take over the work and prosecute the same to completion by contract with another party or otherwise. In the event Agency shall cease conducting business, County shall have the right to make an unsolicited offer of employment to any employees of Agency assigned to the performance of this Agreement.

If after termination for failure of Agency to fulfill Agreement obligations it is determined that Agency has not so failed, the termination shall be deemed to have been effected for the convenience of County.

The rights and remedies of County and Agency provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Agency's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within Agency's control.

Either party has the right to terminate this Agreement without cause by giving the other party hereto thirty (30) calendar day's written notice. In the event of termination by County, Agency shall be compensated for work completed as of the date of termination. In the event of termination of this Agreement, the final invoice for all work completed as of the date of termination, shall be received by County within sixty (60) calendar days after date of termination. In the event this Agreement is terminated by Agency it is understood that termination of this Agreement may affect consideration of Agency for future projects.

ARTICLE VIII: AMENDMENTS

County may at any time, by written order and with the written consent of Agency, make changes to the Exhibit A, Scope of Work of this Agreement. Requests for changes to the Exhibit A, Scope of Work made by Agency must be made in writing and adhere to County procedures, accessible on the following website:
http://www.accessclarkcounty.com/depts/daqem/epd/dcp/Pages/dcp_forms.aspx
Requests are subject to approval by County. If approved, these changes will be incorporated into this Agreement through a written authorization. If requested changes to Exhibit A, Scope of Work are significant, they are subject to approval of the Southern Nevada Public Land Management Act Assistance Officer and/or Executive Committee.
ARTICLE IX: NOTICES

Except where specifically stated in this Agreement, all notices, requests, demands, and other communications required or permitted pursuant to this Agreement shall be made in writing and shall be deemed to have been duly given if personally delivered or deposited in the United States mail, first class postage, prepared and addressed as follows:

TO COUNTY:
Heather Green, Desert Conservation Program
Clark County Department of Air Quality and Environmental Management
500 South Grand Central Parkway
PO Box 555210
Las Vegas, NV 89155-5210

TO NEVADA DEPARTMENT
OF WILDLIFE:
Cris Tomlinson, Wildlife Diversity Division, Southern Region
Nevada Department of Wildlife
4747 W. Vegas Drive
Las Vegas, NV 89108

ARTICLE X: EQUIPMENT

For equipment that may be purchased under this Agreement, Agency will retain title. For equipment with an individual purchase price of $5,000 (five thousand) or more, the final invoice shall certify the per unit fair market value, including the source or method for determining the value, and the deduction of any remaining value from the final invoice if applicable. In the case of leased equipment, County requires a copy of the executed lease Agreement within thirty (30) calendar days of its inception. The final invoice shall certify that the lease has been terminated and/or lease costs have been transferred to Agency funding source.

ARTICLE XI: DATA MANAGEMENT

Agency shall submit a data management plan to County that is compliant with the MSHCP Data Management Development Guidelines, accessible on the following website:
http://www.accessclarkcounty.com/depts/daqem/epd/dcp/Pages/dcp_forms.aspx. All data shall be transmitted to County and becomes the property of both County and Agency. All materials, information, documents, and drawings developed under this Agreement are also subject to these conditions, and Article XII, as applicable.

County reserves the right to use the data for various analyses required for programmatic planning and the adaptive management science process.

ARTICLE XII: INTELLECTUAL PROPERTY

Original work of authorship in any medium, prepared and originated by Agency as specifically ordered by County as part of this agreement, shall be the exclusive property of County and shall be deemed to be works for hire. County grants to Agency a royalty-free perpetual license to copy, use, disclose, and sublicense these items for any lawful purpose without notice to County.

To the extent that the items are deemed not to be works for hire, Agency assigns to County all rights, title and interest in the items including works to copyright, and County grants to Agency a royalty-free perpetual license to copy, use, disclose, and sublicense the deliverables for any lawful purpose without notice to County. If such items include items previously developed or copyrighted by Agency, Agency hereby grants to County a royalty-free perpetual license to copy, use, disclose, and sublicense the items for any lawful purpose without notice to Agency. Agency warrants that the assignment and/or grant does not infringe upon or violate any trademark, servicemark, copyright, patent or other proprietary right of any third party and that Agency has clear, unencumbered title to the items subject to the assignment and/or grant.

ARTICLE XIII: DESERT CONSERVATION PROGRAM ACKNOWLEDGEMENT

County requires acknowledgement of its support of your activities. The acknowledgement listed in quotation marks below shall be used for all products, publications, presentations, and related media generated in conjunction with the project outlined in Exhibit A, Scope of Work. In instances where use of this statement is not feasible Agency may adjust the statement or receive a waiver of use, upon written notice to and approval by County.

"This work was supported by the Clark County Desert Conservation Program and funded by Southern Nevada Public Land Management Act as project # 2005-NDOA-608D-P, to further implement or develop the Clark County Multiple Species Habitat Conservation Plan."
ARTICLE XIV: AGENCY REQUIREMENTS

Any additional requirements of AGENCY that have been agreed upon by COUNTY appear in Agency Requirements, Exhibit B.

ARTICLE XV: INDEPENDENT PUBLIC AGENCIES

The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
ARTICLE XVI: AUTHORIZED REPRESENTATIVES

By signature below the parties certify; individuals listed in this document are representatives of the respective parties and are authorized to act in their respective areas for matters related to this agreement.

NEVADA DEPARTMENT OF WILDLIFE

By: [Signature]
Bryan L. Stockton
Deputy Attorney General
Date: 4 FEB 09

NEVADA DEPARTMENT OF WILDLIFE

By: [Signature]
Richard Haskins
Deputy Director, NDOW
Date: 1/29/09

NEVADA DEPARTMENT OF WILDLIFE

By: [Signature]
David Prather
Chief Financial Officer, NDOW
Date: 1/29/09

NEVADA DEPARTMENT OF WILDLIFE

By: [Signature]
Nevada State Board of Examiners
Date: 3-10-09

CLARK COUNTY, NEVADA

By: [Signature]
RORY REID
Chair
Board of County Commissioners
Date: 

APPROVED AS TO LEGALITY ONLY:
David Roger, District Attorney

By: [Signature]
CATHERINE JORGENSON
Deputy District Attorney
Date: 1/15/09
EXHIBIT A
SCOPE OF WORK

Nevada Department of Wildlife (NDOW)

A. PROJECT TITLE: Peregrine Falcon Modeling in Clark County

B. PROJECT NUMBER: 2005-NDOW-609D-P

C. PROJECT OVERVIEW:
The purpose of this study is to provide technical information and materials that will meet technical conditions for funding of a related project, 2005-NDOW-549-P (Peregrine Falcon Monitoring in Clark County). These products will inform a species status report for the peregrine falcon in Clark County.

D. PROJECT LOCATION(S):
Study locations will be as follows: Clark County excluding Lake Mead National Recreation Area (NRA). The exclusion of Lake Mead National Recreation Area is due to National Park Service (NPS) currently collecting similar data and developing a peregrine falcon habitat model for Lake Mead NRA under project 2005-NPS-609C-P.

E. PROJECT GOALS AND OBJECTIVES:
The goal of this project is to develop a habitat suitability map for the peregrine falcon. Project objectives are as follows:

Objective 1: Develop a conceptual model of the relationship between the peregrine falcon, its habitat, possible stressors, and management.
Objective 2: Develop a habitat suitability model for the peregrine falcon in Clark County based on current and past survey results.
Objective 3: Create a map of habitat suitability based on model.

F. PROJECT METHODS:
A conceptual model shall be developed that depicts the relationship between the peregrine falcon, its habitat, its stressors, and management. In addition, a habitat suitability model and map shall be developed for the peregrine falcon in Clark County. This involves using current and past surveys to identify spatial variables that help predict suitable peregrine falcon habitat. A habitat suitability model will then be developed using the identified spatial variables.

G. PERMITS & REQUIREMENTS:
No permits are required for this project.

H. PROJECT SCHEDULE, MILESTONES AND DELIVERABLES:
Agency agrees to meet specific milestones and provide deliverables to complete this project. A milestone is a reference point marking a major event in the project and will be used to monitor the project’s progress. A deliverable is a tangible and measurable result, outcome, or item that must be produced to complete a project or a part of a project.

Description of Deliverables and Milestones

1. **Contract Award and Mobilization.** County will issue notice of award in writing, and Agency shall begin work.

2. **Data Management Plan**
   This plan shall be submitted using the guidelines provided in the Data Management Guidelines located on the following website:
   This plan shall include a description of quality assurance and quality control (QA/QC) procedures for all data.

3. **Receipt Submittal.** Receipts for any and all equipment purchase(s) with an individual purchase price of $5,000 or more shall be submitted with invoices. If items are valued at $5,000 or more but less than $5,000 of County funds are used, receipts shall be provided as well as proof of matching funds.

4. **Written and Oral Reports.** Written and oral reports shall be provided to Desert Conservation Program staff upon request.

5. **Annual and Final Project Data.** GIS data and aspatial project data shall be submitted in Microsoft Access or Excel for tabular data and ESRI ArcGIS format for spatial data and in accordance with approved Data Management Plan. This data shall include the habitat suitability GIS data layer and any GIS data layers (e.g., elevation, vegetation) used to create the habitat suitability GIS layer. Any third-party data used in
creating the habitat model that the Agency does not have license to submit to County shall be referenced in the methods and metadata.

6. **Final Conceptual Model.** The final conceptual model for the peregrine falcon shall be submitted at the completion of the project. This model shall show the relationship between the peregrine falcon, its habitat, possible stressors, and management.

7. **Final Habitat Suitability Model.** The habitat suitability model shall depict areas of suitable peregrine falcon habitat in Clark County based upon identified spatial environmental variables. This model will help inform a species status report for the peregrine falcon and provide a better understanding of the distribution of peregrine falcons in Clark County. This model shall be submitted at the completion of the project in ESRI ArcGIS format and in accordance with the County Data Management guidelines. Detailed information on how the model was created, including justification for each of the input layers used to create the model, shall be submitted in Microsoft Word or Adobe .pdf format.

8. **Final Habitat Suitability Map.** A habitat suitability map for the peregrine falcon shall be submitted at the completion of the project. This map shall be based on the habitat suitability model.

9. **Final Project Review Summary.** This form shall be submitted at the completion of the project in the format provided on the following website: http://www.accessclarkcounty.com/depts/dagem/epd/dcp/Pages/dcp_forms.aspx document title “DCP Final Project Review Summary Format”.

   It is the responsibility of Agency to review all deliverables prepared by subcontractors prior to submitting to County. It is the responsibility of these parties to work out the details of the review to allow timely submission of all deliverables to County.

   Agency shall complete all deliverables and meet all milestones as listed in Appendix 1, Milestone/Deliverable/Invoicing Scheduling Table.

I. **DOCUMENT SUBMITTAL:**

   All deliverables must be submitted via email to: dcp@co.clark.nv.us, unless otherwise specified in Section H, Description of Deliverables and Milestones, of this Scope of Work.

   If submitting a document in a format other than Microsoft Word, Microsoft Excel, Microsoft PowerPoint, or Adobe Acrobat, please contact the County Project Manager to determine if the document can be submitted via email.

   All deliverable documents must be accompanied by a Deliverable Transmittal Form (DTF). Agency shall complete the ‘Contractor/Agency section’ of the DTF. The form may be found at: http://www.accessclarkcounty.com/depts/dagem/epd/dcp/Pages/dcp_forms.aspx document title “DCP Deliverable Transmittal Form”.

   If you are unable to submit deliverables via email, and you have received approval by County Project Manager to submit them via U.S. mail or commercial courier or parcel service, please provide only one deliverable per disk and ensure that the disk is labeled with the project title and project number.

   Deliverables submitted via U.S. mail or commercial courier or parcel service shall be mailed to the following address:

   Deliverable Monitor, Desert Conservation Program
   Clark County Department of Air Quality and Environmental Management
   500 S. Grand Central Parkway PO Box 555210
   Las Vegas, NV 89155-5210

   Within thirty (30) calendar days of receipt of a deliverable, County’s representative will approve or reject the deliverable and notify Agency in writing. If the deliverable is not approved, the notification will include the reasons for the disapproval, including, but not limited to, the quality and substance of the deliverable based on standard professional practice and applicable terms of this Agreement. Agency shall correct the deficiencies and resubmit an acceptable deliverable to County within fifteen (15) calendar days for approval. Upon Agency’s request and justification, the County may grant Agency more time for corrections. Invoice payment will be withheld pending deliverable approval.

J. **PERIODIC PROJECT STATUS MEETINGS:**

   Periodic project meetings are required throughout the life of this project as determined by County Project Manager. Required attendees will be County Project Manager and Agency Project Manager. If unable to attend, an alternate is required. Other attendees may be invited as needed.
K. **STAFFING:**
Agency shall inform County in writing of changes in key project staff. This Scope of Work is based on the staffing levels submitted in the proposal and includes one supervisory biologist and one project biologist. If a change in staffing levels within the term of this Agreement affects Agency’s ability to provide deliverables or impacts the deliverable schedule, it is the responsibility of Agency to notify County, develop a workable solution to meet project schedule, and to submit a request for an amendment to the Agreement for consideration, if necessary.

L. **INVOICING SCHEDULE AND REQUIREMENTS:**
All invoices must be submitted according to the procedures outlined in Article IV of the Agreement. This section provides further clarification on invoicing allowances:

Agency shall invoice County no more than quarterly.

Agency shall undertake this project on a fixed fee per deliverable and milestone basis as per Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

Agency shall ensure all deliverables for the invoice period have been delivered and accepted before submitting an invoice.

M. **SUBCONTRACTS:**
In accordance with Article III of this Agreement, the University of Nevada, Las Vegas (UNLV) is the only subcontractor currently approved for this project.
IV. Term of Agreement:

D. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR Part 12, Subpart C, Section 12.83; Enforcement of 43 CFR 12, Subpart C, Section 12.84; Termination for Convenience.

V. Financial Support:

A. Funding. Funds provided under this Agreement are ‘no-year’ funds and are not required to be expended within the same fiscal year appropriated. Therefore, the funds that are not expended within the fiscal year can be carried forward and expended in subsequent fiscal years during the term of this Agreement.

IX. Other Requirements:

A. Any print or media materials developed for public dissemination must include the following conspicuously placed disclosure, "Funding for the [project name] has been provided by the Bureau of Land Management through the sale of public lands as authorized by the Southern Nevada Public Land Management Act."

B. Projects that include permanent improvements or project signage must include the following statement, "Funding for the [project name] has been provided by the Bureau of Land Management through the sale of public lands authorized by the Southern Nevada Public Land Management Act."

Any deviation or change to the above requirement must be reviewed and approved by the SNPLMA Program Officer/Project Specialist.

X. Property Management and Disposition:

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71; Real Property, Section 12.72; Equipment, Section 12.73; Supplies, and Section 12.74; Copyrights.

B. The Federal Government has the right to:
   1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
   2. Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

XII. Special Terms and Conditions:

E. Metric Conversion. All performance 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 and 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.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of this agreement, or to any share of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation's general benefit.

G. Deposit of Publications. In addition to any requirements listed in the Project Management Plan, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240
XIII. Standard Award Terms and Conditions:

A. 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 the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the 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.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, (October 1, 2004) Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, 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.

G. Endorsements. 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. 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."

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 or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to and sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR Subpart C, Section 12.82; Retention and access requirements for records.

I. Increasing Seat Belt Use. 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.
# APPENDIX 1

## Milestone/Deliverable/Invoicing Schedule Table

### Peregrine Falcon Modeling in Clark County

#### 2005-NDOW-609D-P

<table>
<thead>
<tr>
<th>Date Due</th>
<th>Deliverable/Milestone #</th>
<th>Item</th>
<th>Amount Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 7, 2009</td>
<td>M1</td>
<td>Contract Award and Mobilization</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>May 22, 2009</td>
<td>D1</td>
<td>Data Management Plan</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>TBD</td>
<td>D2</td>
<td>Receipt submittal (as necessary)</td>
<td>$0.00</td>
</tr>
<tr>
<td>TBD</td>
<td>D3</td>
<td>Written and Oral Reports (if requested)</td>
<td>$0.00</td>
</tr>
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<td>Final Project Data</td>
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<td>D6</td>
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<td>Final Habitat Suitability Map</td>
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<td>March 31, 2011</td>
<td>D9</td>
<td>Final Project Review Summary</td>
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**TOTAL FIXED FEE AMOUNT:** $14,000.00