

SERVICE AGREEMENT WITH STATE ENTITIES

INSTRUCTIONS AND MODEL LANGUAGE

This document is a template of APFO preferred format and content for Agreements with State Entities.

Throughout the model, the locations of unique names, numbers, word choices, etc. which should be completed by the State entity are identified by words printed in caps inside brackets (e.g., [STATE AGENCY NAME], [NUMBER DOLLAR AMOUNT], [NUMBER]). Please provide the correct information (e.g., name, number) and enter it in regular style print, (e.g., Department of Finance and Administration, \$1,000.00, 12345).

Additional instructions and notes regarding specific subsections are provided below. All sections and subsections of the model are recommended as draft. However, if changes are required we request these actions be recorded by the "Track Changes" function in Microsoft Word which would enable a prompt reply to and by both parties for the proposed changes.

The media types offered in Section B, Deliverable Products and Schedule are to economize costs for duplication and shipping. However, if you are unable to access the media types currently listed as a deliverable, then please provide specific details of your media preference.

Required State Clauses shall be incorporated in Section C, General Terms and Conditions of the Agreement.

AGREEMENT NUMBER [NUMBER TO BE ASSIGNED BY APFO]
BETWEEN
UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY, AERIAL PHOTOGRAPHY FIELD OFFICE
AND
[AGENCY NAME]

SUMMARY

- A. Authority: This Agreement has been entered under the Authority of Executive Order 12906, issued April 11, 1994. By and between the [AGENCY NAME] herein referred to as [AGENCY NAME ACRONYM] and the United States Department of Agriculture, Farm Service Agency, Aerial Photography Field Office herein referred to as APFO.
- B. Purpose: The purpose of this Agreement is to set forth the terms and conditions for the work to be performed by each partner. See Addendum A.
- C. Term: This Agreement shall remain in effect until September 30, 2009 (unless terminated early in accordance with Addendum A).
- D. Modifications: This Agreement may be modified only by written amendment executed by all parties, as identified below, prior to any changes performed.
- E. Contingencies: This Agreement is dependent upon FSA funding the NAIP program and contractor costs not exceeding the funds available for this project.
- F. Costs: [AGENCY NAME ACRONYM] agrees to provide [WRITTEN DOLLAR AMOUNT (\$NUMBER)] towards the cost for work described in this Agreement. In no case shall this amount be exceeded without written modification of the Agreement.

AUTHORIZED APPROVALS			
a. FOR REIMBURSING AGENCY		b. FOR AGENCY TO BE REIMBURSED	
SIGNATURE	DATE	SIGNATURE	DATE
TITLE		TITLE: Ronald B. Nicholls, Director USDA/FSA/Aerial Photography Field Office	
SIGNATURE	DATE	SIGNATURE	DATE
TITLE		TITLE	

Addendum A

This Agreement is established to cost share for the 2008 acquisition and delivery of one meter resolution, natural color, ortho-rectified digital imagery of [PROJECT AREA] (example: the entire state of Utah) (See Attachment 1 for a list of the required DOQQs), by utilizing the existing Indefinite Delivery Indefinite Quantity (IDIQ) National Agriculture Imagery Program (NAIP) contract.

A. Scope of Work

This Agreement is limited to those activities required to enable the APFO to contract, inspect, and deliver one meter natural color ortho-rectified digital imagery consistent with the requirements of the NAIP contract (USDA-NAIP-3-07) as amended and the current year task order (USDA-NAIP-3-08.) The contract and task order will be posted on the APFO website <http://www.fsa.usda.gov/FSA/apfoapp?area=home&subject=csv&topic=bop> by February 28, 2008.

1. **Partner Requirements.** To accommodate specific [AGENCY NAME ACRONYM] needs the following revisions shall be incorporated through a modification, if required, to the existing NAIP task order and/or contract award.

[PROVIDE THE LANGUAGE FOR THE REQUIRED REVISIONS.]

2. **Potential Product Defects.** In the event deliverables do not conform to the above reference contract or task order, APFO has the option to review and accept these materials as a convenience to the Government with possible consideration from the Contractor. APFO will provide notice to [AGENCY NAME ACRONYM] and consider any evaluation they wish to submit. However, APFO will have the final decision on product acceptance.

B. Deliverable Products and Schedule

The following products shall be acquired through the above referenced NAIP task order and as accepted by APFO:

Product	Description	Format	Delivery Date on or before
Orthoimagery	1-Meter resolution, color balanced Digital Ortho-rectified Quarter Quadrangles (DOQQs, 3.75-minutes longitude by 3.75-minute latitude tiles) GeoTiff formatted. Required Tiles are as identified in the NAIP Task Order.	Portable Hard Drive (PHD)	Sept. 30, 2009
Compressed Orthoimagery	Compressed county mosaic (CCM) as identified in the Task Order derived from the 1-meter ortho-rectified imagery in MrSID format. Compression ratio: nominal 15:1.	DVD or CD-ROM	Sept. 30, 2009
Metadata	Compliant with the Federal Geographic Data Committee's Content Standards for Digital Geospatial Metadata (FGDC-STD-001-1998; http://www.fgdc.gov/metadata/csdgm/).	Separate file attached to imagery	Sept. 30, 2009
Inspection and Accuracy Reports	Reports describing the results of APFO inspection and quality assurance include complete inspection documentation with contractor provided accuracy measurements and data.	Hardcopy or CD-ROM	Sept. 30, 2009
Acquisition Progress Reports	APFO shall make available, a graphical presentation of acquisition progress.	Webpage	Sept. 30, 2009

C. **General Terms and Conditions**

1. **Administration.** The following individuals may be contacted for their subject issues.

USDA-FSA-APFO
2222 West 2300 South
Salt Lake City, Utah 84119
Fax Number: (801) 956-3640

Financial and Terms of the Agreement:
Ms. Cindy Sessions, Contract Project Specialist
E-mail Address: cindy.sessions@slc.usda.gov
Telephone: (801) 844-2909

Technical and Product Specifications:
Mr. John Mootz, Contract Specialist
E-mail Address: john.mootz@slc.usda.gov
Telephone: (801) 844-2916

[PARTNER CONTACT ADDRESS]

[SUBJECT: PARTNER CONTACT NAME, TITLE AND CONTACT INFORMATION]

Only these individuals shall issue instructions, notices, consents, demands, or other communications required by and for this Agreement. All verbal communications shall have a same day written confirmation/summary by either e-mail, standard or express mail, or fax.

2. **Availability of Funds.** This Agreement is dependent upon contractor costs not exceeding the funds available for this project. In the event, costs exceed the funds available APFO will issue a cancellation notice without entitlement of pay from [AGENCY NAME ACRONYM].
3. **Payment Schedule.** APFO will invoice for the amounts indicated below upon the achievement of the following milestones:

Imagery Acquisition Fee	\$
Product Delivery/Administration Fee	\$

For the imagery acquisition fee APFO will invoice an amount not to exceed the listed fee no later than four (4) weeks after the following conditions have been satisfied: either all imagery acquired, or the end of a flying season or any granted flying season extension. The invoice amount shall be calculated by multiplying the not to exceed amount by the percentage of imagery flown and recorded to APFO.

For the product delivery/administration fee APFO will invoice an amount not to exceed the listed fee. Consideration will be granted for defective products and if applicable, for termination or modification costs, caused or requested by [AGENCY NAME ACRONYM].

4. **Modifications.** Prior to any changes performed, this Agreement may be modified only by written notice with the interested parties consent expressed by signature and date in accordance with any required laws or regulations.

Each party in this Agreement must acquire the required signature(s) on two original copies of a modification so that each party may have an original copy.

5. **Incomplete Coverage.** In the event imagery acquisition is not attained as scheduled, the [AGENCY NAME ACRONYM] shall not be invoiced or a refund issued for the amount equivalent to the percentage not flown.
6. **Independent Parties.** It is expressly acknowledged by the parties to this Agreement that each party and their actions are independent. Nothing herein shall infer or construe a principal/agent relationship or to allow one party to represents the other party in its actions.
7. **Compliance with Federal Laws.** In performance of work under this Agreement, all parties must fully comply with all applicable federal laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the American with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-Whitten Building, 1400 Independence Avenue, SW. Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

8. **Original Imagery Maintenance.** APFO will maintain and store all original NAIP deliverables from the contractor at our facilities. All accepted NAIP imagery shall be placed under public domain.
9. **Cancellation.** This Agreement shall remain in effect until the first of either completion of the objectives, formal termination, or September 30, 2009. To formally terminate this Agreement either party, shall provide written notice of cause and allow fourteen (14) days for review and mutual consent. In the event of such cancellation, with the exception of contractor costs exceeding availability of funds, the APFO will be entitled to a payment for work and services performed, determined on a pro rata basis, with all termination costs associated with this cancellation.