

## **APPENDIX I**

**Grant Agreement for Acreage Verification System  
Agreement No. 01FO601589**

SEP. 17, 2002 4: 3:06PM

BUREAU OF RECLAMATION/GP REGION  
Jeris A. Danielson, P.E.

NO. 896  
719-384-9528

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7-2277 (4/98) Bureau of Reclamation <b>UNITED STATES            DEPARTMENT OF THE INTERIOR            BUREAU OF RECLAMATION            ASSISTANCE AGREEMENT</b>		
1. AGREEMENT NO. DIFQ601589	2. TYPE OF AGREEMENT <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement	3. REQUISITION NO.
4. ISSUED BY Department of Interior Bureau of Reclamation Great Plains Region P.O. Box 30900 Billings MT 59107-0900	Code <u>GP-3800</u>	5. RECIPIENT Purgatoire River Water Conservancy District P.O. Box 498 La Junta CO 81050 (719) 383-2598
6. NAME, ADDRESS, AND PHONE NO. OF ASSISTANCE REPRESENTATIVE Paula Sindy Bureau of Reclamation, Loveland Area Office 11056 W. County, Road 18 E Loveland CO 80537-9711 Telephone (970) 962-4369	7. NAME, ADDRESS, AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER Jeris Danielson Purgatoire River Water Conservancy District P.O. Box 498 La Junta CO 81050 (719) 383-2598	
8. PROGRAM STATUTORY AUTHORITY Reclamation Reform Act of 1982, PL 97-293	9. CLASS OF RECIPIENT District	
10. EFFECTIVE DATE See Block #16	11. COMPLETION DATE September 30, 2002	
12. TOTAL AMOUNT OF AGREEMENT <u>\$7,300</u> AMOUNT OF FUNDS <u>\$7,300 (Reclamation)</u>	13. ACCOUNTING AND APPROPRIATION DATA <u>AIC-1316-ECAL-001-00-0-0</u> <u>411-62600</u>	
14. PROJECT TITLE: Development of an Acreage Verification System.		
15. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of: <u>PURGATORIE RIVER WATER CONS. DIST.</u> NAME OF RECIPIENT BY <u>Jeris A. Danielson 9/20/01</u> SIGNATURE DATE <u>JERIS A. DANIELSON</u> TYPED NAME TITLE <u>GENERAL MANAGER</u> Telephone No. <u>(719) 383-2598</u>		16. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Bureau of Reclamation. BY <u>Paula Sindy 9-18-01</u> SIGNATURE DATE <u>Paula Sindy</u> TYPED NAME TITLE <u>Grants and Cooperative Agreements Officer</u> Telephone No. <u>(406) 247-7818</u>

**GRANT AGREEMENT  
BETWEEN  
BUREAU OF RECLAMATION  
GREAT PLAINS REGION  
EASTERN COLORADO AREA OFFICE  
AND  
PURGATOIRE RIVER WATER CONSERVANCY DISTRICT  
FOR  
DEVELOPMENT OF AN ACREAGE VERIFICATION SYSTEM**

**A. BACKGROUND/PURPOSE**

This Grant Agreement (agreement) is in support with the Commissioner's Water Conservation Program and the Eastern Colorado Area Office's 2001 Field Service Plan for improving water conservation in the eastern Colorado area. This agreement is between the Bureau of Reclamation, herein referred to as "Reclamation" and the Purgatoire River Water Conservancy District, herein referred to as "District."

The scope of work will include development of an Acreage Verification System (AVS). The general purpose of the AVS will be to allow the District to identify and verify irrigated lands within the District and improve water conservation and irrigation management.

**B. OBJECTIVES/BENEFITS**

The objective of this agreement is to produce an accurate, reliable, economically feasible, and defensible AVS. The advantage of having the District develop and implement the AVS is because of the knowledge of the irrigation project.

**C. AUTHORITY**

Section 210 of Public Law 97-293, known as the RECLAMATION REFORM ACT of 1982, and the RECLAMATION ACT of 1902, as amended, established the Bureau of Reclamation's involvement in water management and conservation.

Reclamation has the authority to enter into this agreement pursuant to the Reclamation Act of 1902, and the Reclamation Reform Act, PL 97-293.

**D. RESPONSIBILITIES OF THE PARTIES**

Reclamation shall:

1. Provide funds in the amount of \$7,500 in fiscal year 2001 and \$6,000 in fiscal year 2002.
2. After reviewing and approving the District's submitted work plan, respond in writing to

the District with the approval and any comments.

3. Review Quarterly Reports.

District shall:

1. Solicit proposals for an AVS

2. Develop or have developed an AVS which shall be capable of meeting the following criteria:

I. Delineating individual field parcels under each ditch by

- a. numbering parcels or otherwise identifying them for tabulation.
- b. entering information on parcels, including acreage, location, ownership, irrigation status, and ditch association, into an electronic database and an associated Geographical Information System (GIS) application.

II. Querying and reporting the system for parcels based upon

- a. ditch
- b. ownership
- c. location
- d. irrigation status

III. Distinguishing between actively irrigated fields and fields experiencing other conditions including recent harvest, high groundwater tables.

IV. Be capable of being operated by the District staff and resident on District's computer.

V. Producing maps of parcels – including:

- a. parcels identified by ID number and ditch
- b. All irrigable land within the District
- c. Acreage to be irrigated in the coming year prior to April 1
- d. Acreage not irrigated this year
- e. Acreage retired per Article.IV.B.3 (c) of the Operating Principles

- VI. Verifying acreage irrigated by on-site spot checks at least once during irrigation season.
- VII. Producing verification reports and maps
  - a. Comparing planned vs. actual acreage irrigated to be provided to Reclamation and other interested parties during the irrigation season.
  - b. Comparing planned vs. actual acreage irrigated to be provided to Reclamation and other interested parties at the end of the irrigation season
3. Provide, for review and approval, a detailed written work plan, which shall demonstrate how the District and its selected contractor will meet the above criteria for an AVS. The work plan shall also include a detailed work schedule for development of the AVS, including the amount of funding required for hardware and contract, and products to be produced (Work Plan to be provided to Reclamation's Tech Rep for review and approval).
4. Manage the development of the AVS
5. Provide written updates quarterly (January, April, July, October) (See Section E for format of quarterly report)
6. Provide a final report (see Section E for a detailed outline of final report)
7. Clearly, mark public literature or publications with a notation, which identifies Reclamation as a contributor; identify Reclamation funding in the development of the AVS in professional papers; and include Reclamation's logo in signs or other artwork.
8. Reclamation shall not be a party to or be obligated in any manner by subcontracts entered into between the District and other parties except as otherwise provided by federal law.
9. The District is the responsible authority regarding the settlement and satisfaction of all Subcontractual and administrative issues arising out of subcontracts and procurement awarded by the District in support of this agreement.

#### **E. PERFORMANCE SCHEDULE AND DELIVERABLES**

1. Quarterly Reports: The written updates shall include, but not be limited to: financial expenditure, status of the AVS development, and schedule of remaining work to be completed.
2. Final Reports: Two copies of a final summary report, evaluating the activities carried out under this agreement shall be provided to Reclamation upon completion of this agreement. Final Report shall contain Project Background, Goals of Project, Funding Sources and Expenditures, Design and Development Methods, Project Methodology, Water Application

Information, Recommendations, Public Announcements, Information, Education, and Photographs.

**F. BUDGET**

Contingent upon availability of funds, Reclamation will provide funding to the District not to exceed a total of \$7,500 in any given year.

Entities	Budget
Reclamation FY01	\$7,500
FY02	\$6,000
District (In-kind services or funds)	\$16,500
TOTAL	\$30,000

**G. PAYMENT**

The District shall use Standard Form (SF) 270, Request of Advance or Reimbursement, to request payment under this agreement. Reclamation will pay the District after receipt of an invoice showing allowable and allocable expenses incurred. Request for forms and billing should be sent to Reclamation's Technical Representative, Bureau of Reclamation, Eastern Colorado Area Office, 11056 W County Road 18 E, Loveland CO 80537.

All payments made by Reclamation pursuant to this agreement shall be in accordance with the requirements and guidelines as set forth in OMB Circular A-110.

Payment shall occur when the following conditions have been met:

1. Work Plan demonstrates that AVS shall be capable of meeting the criteria under D., "District shall". Payment of \$7,500.00 will be made in fiscal year 2001.
2. District demonstrates that AVS working product meets criteria defined in D., under "District shall". Payment of \$6,000.00 will be made in fiscal year 2002.

**H. MODIFICATION**

The parties to this agreement may mutually modify and/or extend this agreement and any such modification or extension shall be confirmed in writing prior to performance or change.

## I. TERMINATION

The period of this agreement is from the date of execution to September 30, 2002. This agreement may be enforced and/or terminated in accordance with 43 CFR 12.83 and 12.84. Upon termination, each party shall bear its pro-rata share of the cost of work performed as of the date of termination. Payments made under this agreement, including payments under this article, shall not exceed \$7,500.

## J. LIABILITY

To the extent allowed by Colorado law, the District agrees that it shall be liable for the negligent acts or omissions of its employees in carrying out the provisions of the work, and agrees to hold Reclamation harmless in regard to any damages caused by the negligent acts or omissions of the District or its employees in performing work financed under this agreement. Any liability of the United States shall be limited to that allowed under the Federal Tort Claims Act, and any liability of the District shall be limited to that allowed under the Colorado Governmental Immunity Act.

## K. TECHNICAL REPRESENTATIVES.

The following individuals will be responsible for the administration of the terms of this agreement:

The District's representative will be Jeris Danielson, PO Box 498, La Junta CO 81050;  
(719) 383-2598; Fax (719) 384-9528

Reclamation's representative will be Paula Sunde, Eastern Colorado Area Office, 11056 W County Road 18 E, Loveland CO 80537-9711; (970) 962-4369; Fax (970) 663-3212

## L. OFFICIALS NOT TO BENEFIT

No member of, or Delegate to Congress, or resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom.

## M. GENERAL PROVISIONS

This agreement is subject to, and in accordance with the following rules and regulations, exhibits and provisions:

Reclamation General Provisions are attached to this agreement and are hereby incorporated by full text.