

APPENDIX H

**Agreement for Purchase, Installation,
Operation and Maintenance of
Satellite Ditch Monitoring Stations on the
Trinidad Project
Agreement No. 06FG602122**



United States Department of the Interior

BUREAU OF RECLAMATION
Great Plains Region
P.O. Box 36900
Billings, Montana 59107-6900

OFFICIAL FILE COPY RECLAMATION		
Date JUN 15 2006		
Code	Surname	Date
340		

IN REPLY REFER TO:
GP-3700
ADM-13.00

JUN 13 2006 (Little)

Jeris A. Danielson, General Manager
Purgatoire River Water Conservancy District
314 West Main Street
Trinidad, CO 81082

300 (S...)
1301 (N...)
w/enc 11

Subject: Cooperative Agreement No. 06FG602122, for Purchase, Installation, Operation and Maintenance of Satellite Ditch Monitoring Stations on the Trinidad Project

Dear Mr. Danielson:

A fully executed copy of the subject agreement is enclosed for your records. Funds in the amount of \$36,000.00 are hereby reserved under this agreement for the period of fiscal year 2006. It is to be expressly understood that the Government has no obligation to provide funds in addition to those reserved in writing.

If you have any questions regarding the technical aspect of the agreement, please contact Brian Little at 970-962-4360. Questions regarding the administration may be directed to Rae Ottenbreit at 406-247-7782.

Sincerely,

Kimball Banks
Financial Assistance Officer

Enclosure

bc: GP-3400 (SRuff)
EC-1340 (BLittle)
(w/enc to ea)

Official File Copy	
File-Code	ADM-13.00
Project	Trinidad
Folder I.D.	
Serial No.	

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT

1. AGREEMENT NUMBER 06FG602122		2. TYPE OF AGREEMENT <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT Water Conservancy District													
4. ISSUING OFFICE (NAME, ADDRESS) Bureau of Reclamation P.O. Box 36900 Billings, MT 59017-6900			5. RECIPIENT (NAME, ADDRESS, TELEPHONE) Purgatorire River Water Conservancy District 314 West Main Street Trinidad, CO 81082 Telephone (719) 846-7285 DUNS #: <u>182791672</u> EIN#: <u>84-0716341</u>														
6. ADMINISTRATIVE POINT OF CONTACT (NAME, ADDRESS, TELEPHONE, E-MAIL) Rae Ottenbreit, Grants and Cooperative Agreements Specialist Bureau of Reclamation Great Plains Regional Office 316 North 26 th Street Billings, MT 59101 (406) 247-7782 rdottenbreit@gp.usbr.gov			07. RECIPIENT PROJECT MANAGER (NAME, ADDRESS, TELEPHONE, E-MAIL) Jeris A. Danielson, General Manager Purgatorire River Water Conservancy District 314 West Main Street Trinidad, CO 81082 (719) 846-7285 prwed@yahoo.com														
8. TECHNICAL REPRESENTATIVE (NAME, ADDRESS, TELEPHONE, E-MAIL) Brian Little Bureau of Reclamation, Eastern Colorado Area Office 11056 W. Cty Rd 18E Loveland, CO 80537 (970) 962-4360 blittle@gp.usbr.gov			9. EFFECTIVE DATE See Block 17a														
			10. COMPLETION DATE December 31, 2007														
11. PROGRAM STATUTORY AUTHORITY Public Law 109-103 Section 205																	
12. FUNDING INFORMATION			13. REQUISITION NUMBER														
<table border="1"> <thead> <tr> <th></th> <th>RECIPIENT/OTHER</th> <th>RECLAMATION</th> </tr> </thead> <tbody> <tr> <td>TOTAL AMOUNT OF AGREEMENT</td> <td>\$36,000</td> <td>\$</td> </tr> <tr> <td>AMOUNT OF FUNDS OBLIGATED</td> <td>\$</td> <td>\$36,000</td> </tr> <tr> <td>COST SHARE RATIO</td> <td>50%</td> <td>50%</td> </tr> </tbody> </table>				RECIPIENT/OTHER	RECLAMATION	TOTAL AMOUNT OF AGREEMENT	\$36,000	\$	AMOUNT OF FUNDS OBLIGATED	\$	\$36,000	COST SHARE RATIO	50%	50%	N/A		
	RECIPIENT/OTHER	RECLAMATION															
TOTAL AMOUNT OF AGREEMENT	\$36,000	\$															
AMOUNT OF FUNDS OBLIGATED	\$	\$36,000															
COST SHARE RATIO	50%	50%															
			14. ACCOUNTING AND APPROPRIATION DATA A10-1178-ECA1-002-00-0-0 411G 6C20000														
15. PROJECT TITLE AND BRIEF SUMMARY OF PURPOSE AND OBJECTIVES OF PROJECT Purchase, installation, operation and maintenance of satellite ditch monitoring stations on the Trinidad Project in order to encourage water conservation and efficient use of water supplies.																	
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient BY <u><i>Jeris A. Danielson</i></u> DATE <u>1 JUNE 06</u>			17a. 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><i>Leatha Frost</i></u> DATE <u>6-8-06</u>														
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER (Type or print) JERIS A. DANIELSON GENERAL MANAGER 719-846-7285 <input type="checkbox"/> Additional signatures are attached			17b. NAME OF GRANTS AND COOPERATIVE AGREEMENTS OFFICER (Type or print) <u>Leatha Frost</u> Telephone (406) 247-7818														

**Grant Agreement
Between
Bureau of Reclamation
And
Purgatoire River Water Conservancy District
For
Installation, Operation and Maintenance of Satellite Ditch Monitoring Stations**

I. AUTHORITY

This Grant Agreement (agreement) is entered into between the United States of America, acting through the Department of Interior, Bureau of Reclamation, hereinafter referred to as "Reclamation", and Purgatoire River Water Conservancy District, hereinafter referred to as "District", pursuant to Sec 205 of Public Law 109-103, known as the Energy and Water Appropriations Act of 2006 for the automation of six irrigation ditches within the Trinidad Project service area. The automation of the irrigation ditches will consist of the installation, operation and maintenance of six satellite ditch monitoring stations.

II. BACKGROUND AND OBJECTIVE

This agreement is in support of the Eastern Colorado Area Office's 2006 Water Conservation Field Services Program. Principal areas of irrigation in the Purgatoire River Basin include areas located in the vicinity of Trinidad. Eleven canal systems located downstream from Trinidad Dam are part of the District. These canals receive water from Reclamation's Trinidad Project to irrigate about 20,000 acres of cropland. Water supplies in the Purgatoire River Basin are over appropriated and shortages of irrigation water occur when demand by canals exceeds available streamflow. Without monitoring stations along the District's Trinidad Project irrigation channels information is collected approximately every ten days. The new monitoring sites will provide the District with near real time ditch diversion flow information on six unlined canals within the Purgatoire River Basin.

Budget

Provide the District funding to update six existing ditch diversion gages to give them the capability to transmit ditch flow information, and provide near real time water measurements of the ditch diversions.

Six satellite ditch monitoring stations	\$36,000
Purgatoire In-kind	\$36,000

Sponsor

Purgatoire River Water Conservancy District

Contacts

Jeris A. Danielson, General Manager
314 West Main Street
Trinidad, CO 81082
719-846-7285 or 719-383-2598

III. PUBLIC BENEFIT

The satellite ditch monitoring stations will:

- Ensure a more equitable means of distributing Trinidad Project water to individual water users.
- Provide real-time diversion data which will assist project water users and the state administrative officials in water distribution.
- Provide current data on ditch diversions which will offset rumors and misunderstandings that always arise in water administration.
- Provide enhanced water management and conservation programs to better utilize the Project water supply.
- Provide the opportunity to implement findings by the U.S. Geological Survey (USGS) which evaluated canal losses and measuring inaccuracies in a three year study jointly funded by Reclamation, the USGS and the District.
- Provide enhanced public education and awareness of Reclamation and District activities with respect to Project operations and goals.
- Enhance the District's newly created website by making real-time data available to all internet users.

IV. STATEMENT OF WORK

The following describes the work done by the District and Reclamation:

A. The District shall:

1. Provide or fund the necessary personnel, labor, materials and administrative overhead required for the installation of the satellite ditch monitoring stations.

2. Fund the annual operation and maintenance charges for the associated monitoring stations.
3. Provide in-kind services of \$36,000 in Fiscal Year 2006.
4. Purchase six ditch monitoring stations at a cost of \$6,000 per unit.
5. Install the ditch monitoring stations in Fiscal Year 2006.
6. Provide data received from the ditch monitoring station to Reclamation. The data provided will be beneficial to the mission of Reclamation and useful to operational decisions.

B. Reclamation shall:

1. Provide the District financial assistance up to \$36,000 in Fiscal Year 2006.
2. Review design plans prepared by the District or their consultant for the proposed installation of the data monitoring stations.
3. Provide National Environmental Policy Act compliance.
4. Provide individuals to serve as the Technical Representative to assist in coordination and oversight of the agreement.

V. SPECIAL PROVISIONS

V.1 IMPLEMENTATION

This agreement becomes effective on the date shown in Block 17a of Form 7-2277, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement and shall remain in effect until December 31, 2007.

V.2 PAYMENT POLICY

Acceptance of a financial assistance agreement from Reclamation creates a legal responsibility on the part of the recipient organization to use the funds and property provided in accordance with the terms and conditions of the agreement. Reclamation has a reversionary interest in the unused balance of funding and in any funds improperly applied.

Payments to recipients are made in accordance with the basic standards and methods stated in the payment regulations at 43 CFR 12.61 or 43 CFR 12.922, as applicable to this

agreement. These requirements are intended to minimize the time elapsing between the transfer of funds from the Federal government and the disbursement of these funds by the recipient.

Payment will be made in advance or by reimbursement as follows:

(1) Advance Payment -- Recipients shall be paid in advance provided (1) they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and their disbursement by the recipient, (2) they comply with reporting requirements for timely submission of financial status reports, and (3) they impose these same standards on subrecipients. The debarred or suspended status of a subrecipient can be checked at <http://www.epls.gov/>.

Advances to recipients shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the agreement. The timing and amount of cash advances shall be as close as administratively feasible (generally no more than 3 days) to actual disbursements for direct program costs and the proportionate share of allowable indirect costs.

Interest earned on advances must be disbursed in support of the project/program prior to requesting additional cash payments. Such interest shall be reported to Reclamation not less than quarterly. Should the grantee or subgrantee not disburse the interest earned on allowable expenses of the project, the interest must be returned to Reclamation as prescribed in 43 CFR 12.61 or 12.922.

(2) Reimbursement -- Reimbursement shall be the preferred method of payment when a recipient (1) does not meet the requirements for advance payment stated above; (2) does not have financial management systems that meet the standards in 43 CFR 12.60 or 43 CFR 12.921, as applicable; or (3) has been converted to payment restrictions for non-compliance with the terms and conditions of the agreement. Reimbursement is also the preferred method of payment for agreements involving construction.

V.3 PAYMENT METHOD

Electronic Funds Transfer -- Payments under this agreement will be made to recipients by electronic funds transfer (EFT) unless the recipient qualifies for exemption from this payment method. Reclamation utilizes the Automated Clearinghouse (ACH) Vendor Express payment system for EFT. Whether funds are paid in advance or as a reimbursement, the actual payment will be made through Vendor Express. Vendor Express allows the Government to transfer funds to a recipient's financial institution along with explanatory information regarding the payment.

Enrollment -- Upon award, recipients will receive a copy of the SF-3881, ACH Vendor/Miscellaneous Payment Enrollment Form. This form is required to implement

the Vendor Express system and to notify Reclamation of any change or corrections to financial institution information.

Requesting Payments -- Requests for advance or reimbursement may be made by the following methods:

(1) **SF-270, Request for Advance or Reimbursement** -- On a monthly basis, recipients may submit an original and two copies of a properly certified SF-270 form to the address identified in Block #8, page 1, of this agreement. For advance payments, this form may be submitted on a monthly basis, at least two weeks prior to the date on which funds are required, and on the basis of expected disbursements for the succeeding month and the amount of Federal funds already on hand. Requests for reimbursement may be submitted on a monthly basis, or more frequently if authorized by the GCAO. Requested funds are delivered to the recipient via ACH Vendor Express. This form is available on the Internet at http://www.whitehouse.gov/omb/grants/grants_forms.html.

(2) **SF-271, Outlay Report and Request for Reimbursement for Construction Programs** -- The SF-271 shall be used for construction agreements paid by the reimbursement method, letter of credit, electronic funds transfer, or Treasury check advance, except where the advance is based on periodic requests from the recipient, in which case the SF-270 shall be used. This request may be submitted on a quarterly basis, but no less frequently than on an annual basis. Recipients may submit an original and two copies of a properly certified SF-271 form to the address identified in Block #6, page 1, of this agreement. This form is available on the Internet at http://www.whitehouse.gov/omb/grants/grants_forms.html.

(3) **Automated Standard Application for Payments (ASAP)** -- Recipients may utilize the Department of Treasury ASAP payment system to request advances or reimbursements. ASAP is a recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. Once a request is made through ASAP, funds are provided to the recipient either through ACH or Fedwire. Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>. Upon award, you will be provided with information regarding enrollment in the ASAP system.

V.4 REPORTING REQUIREMENTS AND DISTRIBUTION

Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the agreement, recovery of funds paid under the agreement, withholding of future awards, or other legal remedies.

(1) Financial Reports -- All financial reports shall be signed by an Authorized Certifying Official for the recipient's organization. The following forms are available at http://www.whitehouse.gov/omb/grants/grants_forms.html.

(a) SF-269 or SF-269a, Financial Status Report -- This form is utilized to report total expenditures for the reporting period. The SF-269 must be used if the recipient is accountable for the use of program income; otherwise, the SF-269a may be used.

An original and two copies of this form shall be submitted annually within 30 days following the end of each reporting period.

A final SF-269 or SF-269a shall be submitted within 90 days following completion of the agreement.

(b) SF-272, Report of Federal Cash Transactions -- This report shall be submitted by recipients that draw down cash advances by means of electronic funds transfer or Treasury check. Recipients shall identify in the "Remarks" section the amount of cash advances received in excess of 3 days prior to disbursement and explain actions taken to reduce excess balances.

An original and two copies of this form shall be submitted on a quarterly basis (but only for those organizations receiving advances of \$1 million or more per year) within 15 days following the end of the reporting period.

(2) Program Performance Reports

(a) Interim Reports -- Recipients shall submit an original and two copies of program performance reports on a semi-annual basis within 30 days following the end of each reporting period. Program performance reports shall contain the following:

(i) A comparison of actual accomplishments with the goals and objectives established for the reporting period;

(ii) Where project output can be quantified, a computation of the cost per unit of output;

(iii) When appropriate, reasons why goals and objectives were not met; and

(iv) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(b) Annual Reports -- An original and two copies of an annual program performance report shall be submitted within 90 days following the end of each year of the agreement.

Copies of this report may be required to be included with any application for continuing support of the agreement.

(c) Final Report -- An original and two copies of the final program performance report shall be submitted no later than 90 days following the expiration or termination of the agreement.

(3) Significant Developments -- During the term of the agreement, the recipient must immediately notify the GCAO if any of the following conditions become known:

(a) Problems, delays or adverse conditions which will materially impair their ability to meet the objectives of the agreement;

(b) Favorable developments which enable the recipient to meet time schedules and objectives sooner than or at less cost than projected or to produce more beneficial results than originally planned.

This notification is to include information on the actions taken or contemplated to resolve problems, delays, or adverse conditions, and any assistance needed from Reclamation to help resolve the problem.

(4) Report Distribution

Copies of reports shall be distributed as follows:

	GCAO (Block 6, Pg 1)	GCAOR (Block 8, Pg 1)
Financial Reports	2	1
Performance Reports	1	2
Significant Developments	2	1

V.5 MODIFICATIONS

Any changes to this agreement shall be made by means of a written modification. Reclamation may make changes to the agreement by means of a unilateral modification to deal with administrative matters, such as changes in address, no-cost time extensions, the addition of previously agreed upon funding, or deobligation of excess funds at the end of the agreement. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR 12.83 or 43 CFR 12.961, as applicable.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the GCAO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GCAO. Any request for project extension shall be made at least 45 days prior to the expiration date of the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

V.6 RECIPIENT'S PROJECT MANAGER

The Recipient's Project Manager for this Agreement shall be:

Jeris A. Danielson, General Manager
314 West Main Street
Trinidad, CO 81082
719-846-7285 or 719-383-2598

V.7 KEY PERSONNEL

The Recipient's key personnel for this agreement are identified as follows:

Purgatoire River Water Conservancy District

Jeris A. Danielson, General Manager
314 West Main Street
Trinidad, CO 81082
719-846-7285 or 719-383-2598

Bureau of Reclamation

Brian Little
111056 West County Road 18E
Loveland, CO 80537
Telephone: 970-962-4360
Fax: 970-663-3212
E-mail: blittle@gp.usbr.gov

In accordance with 43 CFR 12.70(d)(3) or 43 CFR 12.925, as applicable, the Recipient shall request prior approval from Reclamation before making any changes in the key personnel identified above.

V.8 GRANT AND COOPERATIVE AGREEMENT OFFICER'S REPRESENTATIVE (GCAOR)

The GCAOR for this agreement will be:

Bureau of Reclamation
Eastern Colorado Area Office
Attn: Brian Little (EC-1340)
Address: 11056 West County Road 18E
Loveland, CO 80537-9711
Telephone: 970-962-4360
E-mail: blittle@gp.usbr.gov

The GCAOR is authorized to act only on technical matters during the term of this Agreement. The GCAOR and the Recipient's Project Manager shall work closely to insure that all requirements of the Agreement are being met. The GCAOR's responsibilities include, but are not limited to, the following:

- (a) Assist the Recipient concerning the accomplishment of the tasks described in the Agreement;
- (b) Provide information to the Recipient which assists in the interpretation of the tasks; and
- (c) Review, and where required, approve reports and information to be delivered to the Government.

Technical assistance must be within the general scope of the Agreement. The GCAOR does not have the authority to and may not issue any technical assistance which:

- (a) Constitutes an assignment of additional work outside the general scope of the Agreement;
- (b) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or
- (c) Changes any of the expressed terms, conditions, or specifications.

V.9 FUNDS AVAILABLE FOR PAYMENT

The Government's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the GCAO for this Agreement, and until the Recipient receives notice of such availability, to be confirmed in writing to the Recipient by the GCAO.

Pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all commonly known as Reclamation Law, funds for payment under the first year of this agreement are included in the fiscal year 2006 Energy

and Water Development Appropriation Act, H.R. 2419/Public Law 109-103. Funding for any optional year of the agreement is contingent upon subsequent Congressional funding.

V.10 REIMBURSABLE COSTS AND LIMITATIONS

(1) The Recipient shall provide all personnel, services, facilities, equipment, materials and supplies, and perform all travel which may be necessary and appropriate for the proper performance of this Agreement. Costs so incurred will be paid for as provided herein. Reclamation's obligation to provide funding to the Recipient for costs incurred in these connections shall be limited to the Recipient's direct and indirect costs associated with this Agreement. All such direct and indirect costs must be determined to be allowable under the regulations contained in 48 CFR Subpart 31.2 or an OMB Cost Principle Circular, as applicable, which are incorporated herein through the General Provisions of this agreement.

(2) The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report.

(3) Reclamation shall not be obligated to provide funding to the Recipient and the Recipient shall not be obligated to continue performance under the Agreement or to incur costs in excess of the costs set forth in the annual project budget unless the GCAO has furnished the Recipient a modification to increase the available funding for the Agreement.

V.11 BUDGET REVISIONS

The Recipient shall follow the requirements at 43 CFR 12.70(c) or 43 CFR 12.925, as when making revisions to budget and program plans. Additionally, approval shall be requested for transfers of amounts budgeted for indirect costs to absorb increases in direct costs or vice-versa.

V.12 PROCUREMENT STANDARDS

When utilizing Federal funds for the procurement of supplies and other expendable property, equipment, real property, and other services under this agreement, the Recipient shall utilize the Procurement Standards set forth at 43 CFR 12.76 or 43 CFR 12.940 - 12.948, as applicable. The Recipient may be required to submit evidence that its procurement procedures are in compliance with the standards stated therein. Additional guidance for contracting with small and minority firms, and women's business enterprises is included in the General Provisions section of this agreement.

V.13 PROPERTY STANDARDS

All property, equipment and supplies acquired by the Recipient with Federal funds shall be subject to usage, management, and disposal in accordance with the Property Standards at 43 CFR 12.72 - 12.73, or 43 CFR 12.930 - 12.937, as applicable.

V.14 PROPERTY STANDARDS -- REAL PROPERTY

In accordance with 43 CFR 12.71 or 43 CFR 12.932, as applicable, if real property is acquired in whole or in part under this agreement, it shall be subject to the following regulations:

(1) **Title** -- Title to real property acquired under this agreement shall vest upon acquisition in the Recipient or Subrecipient, shall be used for the originally authorized purpose of the project as long as it is needed, and shall not be disposed of or encumbered without Reclamation approval.

(2) **Disposition** -- When the real property is no longer needed for the originally authorized purpose, the Recipient or Subrecipient shall request disposition instructions from Reclamation. The instructions shall provide for one of the following alternatives:

(2.1) **Transfer** -- The Recipient may be permitted to transfer the property to another Federally-sponsored project if the Recipient determines that the property is no longer needed for the purpose of the original project. Use in other projects or programs shall be limited to those that have purposes consistent with those authorized for support by the Department of the Interior.

(2.2) **Retention of Title** -- The Recipient may be allowed to retain the title after compensating Reclamation for that percentage of the current fair market value of the property attributable to the Federal government's financial participation in the project.

(2.3) **Sale of Property** -- The Recipient may be directed to sell the property under guidelines provided by Reclamation, and to compensate Reclamation in an amount calculated by applying Reclamation's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fix-up expenses. When the Recipient is directed to sell the property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

(2.4) **Transfer of Title** -- The Recipient may be directed to transfer title to the Federal Government or to an eligible third-party. The Recipient shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

V.15 INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a subrecipient, the Recipient shall furnish and shall require subrecipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

V.16 AUDIT

Recipients are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.htm>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac>.

V.17 ENFORCEMENT

In accordance with 43 CFR 12.83 or 43 CFR 12.962, as applicable, if the recipient materially fails to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, Reclamation may take one or more of the following actions as appropriate:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the recipient or subrecipient or more severe enforcement action by the awarding agency;
- (2) Disallow (deny both use of funds and any matching credit for) all or part of the cost of the activity or action not in compliance;
- (3) Wholly or partly suspend or terminate the current award for the recipient's or subrecipient's program;
- (4) Withhold further awards for the program; or
- (5) Take other remedies that may be legally available.

V.18 TERMINATION

In accordance with 43 CFR 12.84 or 43 CFR 12.961, as applicable, and except as provided for in the Enforcement Provision, above, this agreement may be terminated in whole or part only as follows:

- (1) By the awarding agency with the consent of the recipient or subrecipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (2) By the recipient or subrecipient upon written notification to Reclamation, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either the Enforcement Provision or paragraph 1 of this Provision.

V.19 PREAWARD INCURRENCE OF COSTS

The Recipient shall be entitled to have incurred costs for this agreement, in a total amount not to exceed \$ N/A, for allowable costs incurred on or after N/A, which if had been incurred after this agreement was entered into, would have been allowable under the provisions of the agreement.

V.20 PREAWARD INCURRENCE OF COSTS -- COST SHARING OR MATCHING AGREEMENTS

The Recipient shall be entitled to have incurred costs for this agreement, in a total amount not to exceed \$ N/A, for allowable costs incurred on or after N/A, which if had been incurred after this agreement was entered into, would have been allowable under the provisions of the agreement.

In accordance with the cost sharing or matching requirements of this agreement, the recipient is eligible to receive reimbursement for a portion of these total allowable costs in an amount not to exceed \$.
Reimbursement of these costs shall subject to the funding limitations stated in Special Provision V.10 of this Agreement.

V.21 COPYRIGHTS

- (1) For recipients subject to the administrative standards set forth in OMB Circular A-110, the following copyright provision, as implemented by 43 CFR 12.936(a), shall apply:

-The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.-

(2) For recipients subject to the administrative standards set forth in OMB Circular A-102 and the Grants Management Common Rule, the following copyright provision, as implemented by 43 CFR 12.74, shall apply:

-The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

V.22 RIGHTS TO DATA

For recipients subject to the administrative standards set forth in OMB Circular A-110, the following provision, as implemented by 43 CFR 12.936(c), shall apply:

-The Federal Government has the right to:

(a) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

23. DUN AND BRADSTREET (D&B) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT

Effective October 1, 2003, applicants for Federal grants or cooperative agreements must provide a D&B DUNS number with their application. This number is to be included in Block 6 of your SF-424 Application for Federal Assistance, along with your Employer Identification Number.

If you do not have a DUNS number, one may be obtained at no cost by calling the dedicated toll-free DUNS Number Request Line at 1-866-705-5711.

Individuals who would personally receive a grant or cooperative agreement award from the Federal government, apart from any business or non-profit organization they operate, are exempt from the requirement to provide a DUNS number with their application. Reclamation must, however, have a DUNS number for payment processing purposes, and will therefore obtain a DUNS number for any individual who is awarded a grant or cooperative agreement.

ATTACHMENT A

Purgatoire River Water Conservancy District
Purchase, Installation, Operation and Maintenance of Satellite Ditch Monitoring Stations

1. Purchase of six Satellite data collection platforms (\$6,000 per unit) \$36,000

Total \$36,000

In-kind services provided by the Purgatoire River Water Conservancy Board include

1. Installation of platforms \$6,000
2. Operation and Maintenance of platforms \$30,000

Total \$36,000

INDEX

GENERAL PROVISIONS

1. Regulations and Guidance	1
2. Debarment and Suspension	2
3. Drug-Free Workplace	2
4. Assurances and Certifications Incorporated by Reference	2
5. Covenant Against Contingent Fees	2
6. Contracting with Small and Minority Firms, and Women's Business Enterprises	2
7. Notice Regarding Buy American Act	3
8. Resolving Disagreements	3
9. Lobbying Restrictions	4
10. Electronic Funds Transfer	4
11. Endorsement of Commercial Products and Services	4

GENERAL PROVISIONS

1. Regulations and Guidance

The regulations at 43 CFR, Part 12, Subparts A, C, E, and F, are hereby incorporated by reference as though set forth in full text. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by 43 CFR Part 12, are also incorporated by reference and made a part of this agreement. Failure of a recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support. Copies of OMB Circulars are available on the Internet at http://www.whitehouse.gov/omb/grants/grants_circulars.html. The implementation of the circulars at 43 CFR Part 12 is available at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.

a. Agreements with colleges and universities shall be in accordance with the following circulars:

Circular A-21, revised ~~May 10, 2004~~, "Cost Principles for Educational Institutions"

Circular A-110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

b. Agreements with State and local governments shall be in accordance with the provisions of the following circulars:

Circular A-87, ~~revised May 10, 2004~~, "Cost Principles for State, Local, and Indian Tribal Governments"

Circular A-102, as amended August 29, 1997, "Grants and Cooperative Agreements with State and Local Governments" (Grants Management Common Rule, Codification by Department of Interior, 43 CFR 12)

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

c. Agreements made with nonprofit organizations shall be in accordance with the following circulars and provisions:

Circular A-110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

Circular A-122, revised ~~May 10, 2004~~, "Cost Principles for Non-Profit Organizations"

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

d. All agreements with organizations other than those indicated above shall be in accordance with the basic principles of OMB Circular A-110, and cost principles shall be in accordance with 48 CFR Subpart 31.2 titled "Contracts with Commercial Organizations" which is available on the Internet at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.

2. Debarment and Suspension

The Department of the Interior regulations at 43 CFR 42—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the recipient agrees to comply with 43 CFR 42, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at http://www.access.gpo.gov/nara/cfr/cfrhtml_00/Title_43/43cfr42_00.html.

3. Drug-Free Workplace

The Department of the Interior regulations at 43 CFR 43—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the recipient agrees to comply with 43 CFR 43, Subpart B, if the recipient is not an individual, or with 43 CFR 43, Subpart C, if the recipient is an individual. These regulations are available at http://www.access.gpo.gov/nara/cfr/cfrhtml_00/Title_43/43cfr43_00.html.

4. Assurances and Certifications Incorporated by Reference

a. The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this agreement shall apply with full force and effect to this agreement as if fully set forth in these General Provisions. Such Assurances include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

b. When required by 43 CFR 18—New Restrictions on Lobbying, recipients shall complete a Certification Regarding Lobbying form. This certification is incorporated by reference and made a part of this agreement. These regulations are available at http://www.access.gpo.gov/nara/cfr/cfrhtml_00/Title_43/43cfr18_00.html.

5. Covenant Against Contingent Fees

The recipient warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the recipient for the purpose of securing agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

6. Contracting with Small and Minority Firms, and Women's Business Enterprises

It is a national policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

a. The grantee and subgrantee shall take all necessary affirmative steps to assure that minority firms, and women's business enterprises are used when possible.

b. Affirmative steps shall include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits; which encourage participation by small and minority business, and women's business enterprises;

(5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in b.(1) through (5) above.

7. Notice Regarding Buy American Act

In accordance with the annual Energy and Water Development Appropriations Act, please be advised that it is and has been the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made. This provision shall remain in effect unless revoked by a future specific act of Congress.

8. Resolving Disagreements

When entering into a cooperative agreement with a recipient, Reclamation commits itself to working with the recipient in a harmonious manner to achieve the objectives of the project successfully. When disagreements arise between the parties, they must be resolved according to the procedures discussed below:

a. Reclamation shall attempt first to resolve disagreements with the recipient through informal discussion among the Grants or Contract Specialist, the Program Officer, and the recipient's Project Director.

b. If the disagreement cannot be resolved through informal discussion between these parties, the Grants Specialist and the Program Officer shall document the nature of the disagreement and bring it to the attention of the Grants Officer.

c. After reviewing the facts of the disagreement, as presented by the Grants and Program Offices, the Grants Officer will arrange a formal meeting. If agreement still cannot be reached, the parties will collectively decide on any varied approaches which might be used to resolve the disagreement. The parties shall be responsible for their individual expenses related to any approach utilized to resolve the disagreement. If attempts at resolving the disagreement fail, the Chief, Acquisition and Assistance Management Services, or the Regional Director, whichever is applicable, shall make a decision which shall be final and conclusive.

d. Nothing herein shall be construed to delay or limit Reclamation's right to take immediate and appropriate action, as set forth at 43 CFR Subpart 12.83 or 12.962, as applicable, in the event of material noncompliance by the recipient, and no attempts at informal resolution shall be necessary.

Any post award issue will be open for resolution in accordance with the above procedures, with the exception of disagreements regarding continuation of the agreement (termination must be in accordance with 43 CFR 12), or other matters specifically addressed by the agreement itself.

9. Lobbying Restrictions

In accordance with the annual Energy and Water Development Appropriations Act, please be advised that it is and has been the sense of Congress that none of the funds appropriated by this Act may be used in any way, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This provision shall remain in effect unless revoked by a future specific act of Congress.

10. Electronic Funds Transfer (EFT)

In accordance with the Debt Collection Improvement Act of 1996, 31 CFR 208, effective January 2, 1999, all Federal payments to recipients must be made by EFT unless a waiver has been granted in accordance with 31 CFR 208.4. Upon award of a financial assistance agreement, Reclamation will provide the recipient with further instructions for implementation of EFT payments or a certification form to request exemption from EFT.

11. Endorsement of Commercial Products and Services

In accordance with 43 CFR 12.2(d), this provision applies to grants and cooperative agreements whose principal purpose is a partnership where the recipient contributes resources to promote agency programs, publicize agency activities, assists in fund-raising, or provides assistance to the agency. If the agreement is awarded to a recipient, other than a State government, a local government, or a federally-recognized Indian tribal government, and the agreement authorizes joint dissemination of information and promotion of activities being supported, the following provision shall be made a term and condition of the award:

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, etc. of the proposed release must be submitted with the request for approval.

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.