

2012-0036-LU/M

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
ASSISTANCE AGREEMENT

1. AGREEMENT NUMBER 40026		1B. MOD NUMBER		2. TYPE OF AGREEMENT <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT 01 county government	
4. SENDING OFFICE Bureau of Reclamation Upper Colorado Regional Office 125 South State Street, Room 6107 Salt Lake City, Utah 84138-1147				5. RECIPIENT Santa Fe County 102 Grant Ave. PO BOX 276 Santa Fe, NM 87504-0276			
6. ADMINISTRATIVE POINT OF CONTACT Timothy P. Wagoner Grants Management Specialist Upper Colorado Regional Office 125 South State Street Rm 6426 Salt Lake City UT 84138 Voice: 801-524-3704 FAX: 801-524-5499 tpwagoner@usbr.gov				EIN #:		85-6000073	
				DUNS #:		0532971310000	
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Joseph P. Alderete Albuquerque Area Office 555 Broadway N.E. Albuquerque, New Mexico 87120 Phone: (505) 462-3578 jalderete@usbr.gov				7. RECIPIENT PROJECT MANAGER Duncan Sill Economic Development 102 Grant Ave. PO BOX 276 Santa Fe, NM 87504-0276 Phone: 505-995-2728 E-Mail: dsill@santafecounty.org		County: Santa Fe County	
				Congress. Dist:		03	
9A. INITIAL AGREEMENT EFFECTIVE DATE: See block 17a				9B. MODIFICATION EFFECTIVE DATE:			
				10. COMPLETION DATE September 30, 2013			
11A. PROGRAM STATUTORY AUTHORITY Public Law 111-11 Subtitle F of Title IX, Section 9504, Water Management Improvement Act						11B. CFDA Number CFDA 15.530	
12. FUNDING INFORMATION		RECIPIENT/OTHER		RECLAMATION		13. REQUISITION NUMBER 114316000045	
Total Estimated Amount of Agreement		\$106,757.61		\$76,850.00		14A. ACCOUNTING AND APPROPRIATION DATA A10 1971 5001 002 00 0 0 4316100 411G	
This Obligation		\$106,757.61		\$76,850.00			
Previous Obligation		\$0		\$0			
Total Obligation		\$106,757.61		\$76,850.00			
Cost-Share %		58%		42%		14B. TREASURY ACCOUNT FUNDING SYMBOL 14X0680	
15. PROJECT TITLE AND BRIEF SUMMARY OF PURPOSE AND OBJECTIVES OF PROJECT Water Conservation Implementation and Inventory of Water Resources in Espanola Basin (Santa Fe, Rio Arriba and Los Alamos Counties)							
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>Katherine Miller</u> DATE: <u>9.12.11</u>				17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY: <u>Carla Pickering</u> DATE: <u>9-19-11</u>			
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER Katherine Miller, County Manager 505.986.6200 <input type="checkbox"/> Additional signatures are attached				17b. NAME OF GRANTS OFFICER Carla Pickering			

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: August 23, 2011  
[Signature]

TRANSMITTED TO FFS  
on 9-19-11

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6. ADMINISTRATIVE POINT OF CONTACT <b>Timothy P. Wagoner Grants Management Specialist Upper Colorado Regional Office 125 South State Street Rm 6426 Salt Lake City UT 84138 Voice: 801-524-3704 FAX: 801-524-5499 tpwagoner@usbr.gov</b>				EIN #:	<b>85-6000073</b>	County:	<b>Santa Fe County</b>
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12. FUNDING INFORMATION		RECIPIENT/OTHER		RECLAMATION		13. REQUISITION NUMBER <b>114316000045</b>	
Total Estimated Amount of Agreement		\$106,757.61		\$76,850.00		14A. ACCOUNTING AND APPROPRIATION DATA <b>A10 1971 5001 002 00 0 0 4316100 411G</b>	
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16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER <b>Katherine Miller, County Manager 505.986.6200</b>				17b. NAME OF GRANTS OFFICER <b>Carla Pickering</b>			

**Approved as to form**  
**Santa Fe County Attorney**  
By: *[Signature]*  
Date: 11/15/2011  
*[Signature]*

Additional signatures are attached



**Grant Agreement  
Between  
Bureau of Reclamation  
And  
Santa Fe County  
For**

**Water Conservation Implementation and Inventory of Water Resources in Espanola Basin  
(Santa Fe, Rio Arriba and Los Alamos Counties)**

## **I. OVERVIEW AND SCHEDULE**

### **1. AUTHORITY**

This Grant Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as "Reclamation," and Santa Fe County, hereinafter referred to as the "Recipient," pursuant to Public Law 111-11 Subtitle F of Title IX, Section 9504, Water Management Improvement Act. The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

Section 9504 Water Management Improvement

(a) AUTHORIZATION OF GRANTS AND COOPERATIVE AGREEMENTS

(1) AUTHORITY OF SECRETARY. – The Secretary may provide any grant to, or enter into an agreement with, any eligible applicant to assist the eligible applicant in planning, designing, or constructing any improvement –

- (A) to conserve water;
- (B) to increase water use efficiency;
- (C) to facilitate water markets;
- (D) to enhance water management, including increasing the use of renewable energy in the management and delivery of water ...

### **2. PUBLIC PURPOSE**

The recipient is working directly with other regional agencies and local counties. The funding aims to provide the partner counties enhanced water conservation implementations by collecting baseline information in order to establish detailed functional water use profiles and characterization. This in turn will lead to integrated forecast activities to develop appropriate conservation measures and better land use and economic development decisions for public use.

### **3. BACKGROUND AND OBJECTIVES**

Relevant data needs to be collected to enable the progression of Santa Fe Counties Water Conservation Plan (WCP). By collecting detailed baseline data on how and where water is used, the Santa Fe County Water Conservation Program and Plan Implementation will be able to identify and develop the potential for water savings, which is a critical first step. This comprehensive determination of how water is being used and distributed within the tri-county area of Espanola Basin, which includes Los Alamos County, portions of Rio Arriba, and Santa Fe County. Once the water resource inventory is completed and categorized, specific actions to conserve water can be prioritized for the region. Recipient objectives are to identify water conservation goals, develop a water use profile, evaluate planned facilities, identify and evaluate conservation measures, identify assess conservation incentives, analyze benefits and cost, select measures and incentives, implement conservation plan, integrate supply plan/forecast, monitor, and evaluate program as needed.

#### **4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY**

This Agreement becomes effective on the date shown in Block 17a of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The Agreement shall remain in effect until the date shown in Block 10 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The period of performance for this Agreement may only be modified through written modification of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of this agreement is \$106,757.61, of which the initial amount of federal funds available is limited to \$76,580.00 as indicated by "this obligation" within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, and Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written modifications to this agreement by a Reclamation Grants Officer.

#### **5. SCOPE OF WORK AND MILESTONES**

The proposed project will supply the data necessary to determine water uses in both unincorporated areas, i.e., municipalities and in areas not dependent upon Utility infrastructure.

**Task #1 – Month 1: Host Partner Meeting**

Begin once grant is awarded. The Tri-counties will meet to determine water conservation priorities.

**Task #2 – Month 2: Identify Roles of Partners**

Begin once grant is awarded. The Tri-counties will hire consultant(s) to assist with: gathering data. Compiling data and organizing data from the various agencies involved.

**Task #3 – Month 3: Determine Project Manager**

Contract with consultants.

**Task #4 – Month 4-7: Determine water use categories for the region**  
Determine data sources and types of categories of water use within Santa Fe County and Los Alamos Counties. Some sources may include: Use existing plans by other local entities, Jys regional water plans, Estancia Basin Water Plans, Santa Fe County permits, LAC Water planning documents, LAC Utility data, Tribal entities, SFC Water meter tracking data, NM Acequia Association, Santa Fe Farmers Market Institute, City of Santa Fe. NM Cooperative Extension, NM Environment Department Drinking Water Bureau, OSE WATERS Database.

**Task #5 – Month 7-16: Gather Data**

This task will comprise the largest amount of time. The data gathering methodologies will closely mirror those formulated by the OSE Water Use by Category Report. We will, at a minimum, estimate water use for domestic wells using meter reading, which will be invaluable as a planning tool for other regions in the state. We will also utilize recent 6-inch pixel true color aerial photography flown in 2008 to estimate turf area, vegetable gardens, orchards, etc, for the 100 homes where water use is identified through meter readings. An audit of water use by communities served by public water systems will also be conducted. All measures will support water conservation implementation within the region.

**Task #6 – Month 17-20: Compile Data**

The data will be compiled by watershed, county, activity. The Santa Fe County Water Conservation Plan divides up the county in sub-basins or watersheds, the data should be compiled in a similar format.

**Task #7 – Month 20-24: Create a document of the data gathered**

Edit and correct all data. Near the completion of the grant.

## **6. RESPONSIBILITY OF THE PARTIES**

### **6.1 Recipient Responsibilities**

**6.1.1** The Recipient shall carry out the Scope of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the Scope of Work contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

### **6.1.2**

## **6.2 Reclamation Responsibilities**

**6.2.1** Reclamation will monitor and provide federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the Scope of Work. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the Scope of Work and objectives of this Agreement.

### **6.2.2 This is a Grant**

Reclamation Will:

- (1) Provide technical consultation as needed, during the project duration.
- (2) Review the completed work/plan

## **7. BUDGET**

**7.1 Budget Estimate.** The **Attachment 1** is the estimated budget for this Agreement. As federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

### **7.2 Cost Sharing Requirement**

At least 50% nonfederal cost-share is required for costs incurred under this agreement.

### **7.3 Pre-Award Incurrence of Costs**

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

### **7.4 Allowable Costs (2 CFR Part §225)**

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following Office of Management and Budget (OMB) Circular, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

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

Expenditures for the performance of this Agreement must conform to the requirements within this Circular. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

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 project performance period are those strictly associated with closeout activities for preparation of the final report.

**7.5 Changes (43 CFR §12.70).**

(a) *General.* Grantees and subgrantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, unless waived by the awarding agency, certain types of post-award changes in budgets and projects shall require the prior written approval of the awarding agency.

(b) *Relation to cost principles.* The applicable cost principles (see 43 §12.62) contain requirements for prior approval of certain types of costs. Except where waived, those requirements apply to all grants and subgrants even if paragraphs (c) through (f) of this section do not.

(c) *Budget changes.*

(1) *Nonconstruction projects.* Except as stated in other regulations or an award document, grantees or subgrantees shall obtain the prior approval of the awarding agency whenever any of the following changes is anticipated under a nonconstruction award:

(i) Any revision which would result in the need for additional funding.

(ii) Unless waived by the awarding agency, cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.

(iii) Transfer of funds allotted for training allowances (i.e., from direct payments to trainees to other expense categories).

(2) *Construction projects.* Grantees and subgrantees shall obtain prior written approval for any budget revision which would result in the need for additional funds.

(3) *Combined construction and nonconstruction projects.* When a grant or subgrant provides funding for both construction and nonconstruction activities, the grantee or subgrantee must obtain prior written approval from the awarding agency before making any fund or budget transfer from nonconstruction to construction or vice versa.

(d) *Programmatic changes.* Grantees or subgrantees must obtain the prior approval of the awarding agency whenever any of the following actions is anticipated:

(1) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).

(2) Need to extend the period of availability of funds.

(3) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.

(4) Under nonconstruction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities which are central to the purposes of the award, *unless included in the initial funding proposal.* This approval requirement is in addition to the approval requirements of 43 §12.76 but does not apply to the procurement of equipment, supplies, and general support services.

(e) *Additional prior approval requirements.* The awarding agency may not require prior approval for any budget revision which is not described in paragraph (c) of this section.

(f) *Requesting prior approval.*

(1) A request for prior approval of any budget revision will be in the same budget format the grantee used in its application and shall be accompanied by a narrative justification for the proposed revision.

(2) A request for a prior approval under the applicable Federal cost principles (see §12.62) may be made by letter.

(3) A request by a subgrantee for prior approval will be addressed in writing to the grantee. The grantee will promptly review such request and shall approve or disapprove the request in writing. A grantee will not approve any budget or project revision which is inconsistent with the purpose or terms and conditions of the Federal grant to the grantee. If the revision, requested by the subgrantee would result in a change to the grantee's approved project which requires Federal prior approval, the grantee will obtain the Federal agency's approval before approving the subgrantee's request.

## 7.6 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 address administrative matters, such as changes in address, no-cost time extensions, or the addition of previously agreed upon funding. 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.

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 GO, 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 GO. 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.

## **8. KEY PERSONNEL**

### **8.1 Recipient's Key Personnel**

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

Dr. Mark T. Murphy, Ph.D  
Operations Director,  
Senior Water Resources Scientist  
GeoSystems Analysis, Inc  
2015 N Forbes Blvd, ste 105  
Tucson, AZ 85745  
O: 520.628.9330  
C: 520.302.9297  
F: 520.628.1122  
[markm@gsanalysis.com](mailto:markm@gsanalysis.com)  
[www.gsanalysis.com](http://www.gsanalysis.com)

Changes to Key Personnel require compliance with 43 CFR 12.70(d)(3).

### **8.2 Reclamation's Key Personnel**

#### **8.2.1 Grants Officer (GO):**

Bureau of Reclamation  
Attn: Carla Pickering  
Address: 125 S. State St. Salt Lake City, Utah 84138  
Telephone: (801) 524-3716

(a) The GO is the only official with legal delegated authority to represent Reclamation. The GO's responsibilities include, but are not limited to, the following:

- (1) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (2) Approve through formal modification changes in the scope of work and/or budget;
- (3) Approve through formal modification any increase or decrease in the period of performance of the Agreement;
- (4) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (5) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement;
- (6) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

#### **8.2.2 Grants Officer Technical Representative (GOTR):**

Bureau of Reclamation  
Attn: Joseph P. Alderete  
Address: 555 Broadway N.E. Albuquerque, New Mexico 87120  
Phone: (505) 462-3578

(a) The GOTR's authority is limited to technical and programmatic aspects of the Agreement. The GOTR's responsibilities include, but are not limited to, the following:

- (1) Assist the Recipient, as necessary, in interpreting and carrying out the scope of work in the Agreement;
- (2) Review, and where required, approve Recipient reports and submittals as required by the Agreement;
- (3) Where applicable, monitor the Recipient to ensure compliance with the technical requirements of the Agreement;
- (4) Where applicable, ensure that Reclamation complies with the technical requirements of the Agreement;

(b) The GOTR does not have the authority to and may not issue any technical assistance which:

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

## 9. REPORTING REQUIREMENTS AND DISTRIBUTION

**9.1 Noncompliance.** 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 in accordance with 43 CFR §12.83.

**9.2 Financial Reports.** Financial Status Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

### 9.3 Monitoring and reporting program performance (43 CFR §12.80)

(a) *Monitoring by grantees.* Grantees are responsible for managing the day-to-day operations of grant and subgrant supported activities. Grantees must monitor grant and subgrant supported activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity.

(b) *Nonconstruction performance reports.* The Federal agency may, if it decides that performance information available from subsequent applications contains sufficient information to meet its programmatic needs, require the grantee to submit a performance report only upon expiration or termination of grant support. Unless waived by the Federal agency this report will be due on the same date as the final Financial Status Report.

(1) Grantees shall submit annual performance reports unless the awarding agency requires quarterly or semi-annual reports. However, performance reports will not be required more frequently than quarterly. Annual reports shall be due 90 days after the grant year, quarterly or semi-annual reports shall be due 30 days after the reporting period. The final performance report will be due 90 days after the expiration or termination of grant support. If a justified request is submitted by a grantee, the Federal agency may extend the due date for any performance report. Additionally, requirements for unnecessary performance reports may be waived by the Federal agency.

(2) Performance reports will contain, for each grant, brief information on the following:

(i) A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful.

(ii) The reasons for slippage if established objectives were not met.

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

(3) Grantees will not be required to submit more than the original and two copies of performance reports.

(4) Grantees will adhere to the standards in this section in prescribing performance reporting requirements for subgrantees.

(c) *Construction performance reports.* For the most part, on-site technical inspections and certified percentage-of-completion data are relied on heavily by Federal agencies to monitor progress under construction grants and subgrants. The Federal agency will require additional formal performance reports only when considered necessary, and never more frequently than quarterly.

(d) *Significant developments.* Events may occur between the scheduled performance reporting dates which have significant impact upon the grant or subgrant supported activity. In such cases, the grantee must inform the Federal agency as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

(e) Federal agencies may make site visits as warranted by program needs.

(f) *Waivers, extensions.*

(1) Federal agencies may waive any performance report required by this part if not needed.

(2) The grantee may waive any performance report from a subgrantee when not needed. The grantee may extend the due date for any performance report from a subgrantee if the grantee will still be able to meet its performance reporting obligations to the Federal agency.

**9.4 Report Frequency and Distribution.** The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

REQUIRED REPORTS	Interim Reports	Final Report
<b>Program Performance Report</b>		
Format	No specific format required. See content requirements within Section 9.3 (43 CFR 12.80) above.	No specific format required. See content requirements within Section 9.3 (43 CFR 12.80) above.
Reporting Frequency	Quarterly	Final Report due upon completion of Agreement's period of performance
Reporting Period	<b>For Quarterly Reporting:</b> Federal fiscal quarters ending: December 31, March 31, June 30 September 30	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period	Within 90 days after the completion date of the Agreement
First Report Due Date	The first financial status report is due for reporting period ending December 31/ March 31/ June 30/ September 30, 20XX	N/A
Submit to:	GO and GOTR	GO and GOTR
<b>Financial Status Report</b>		
Format	SF-425	SF-425
Reporting Frequency	Quarterly	Final Report due upon completion of Agreement's period of performance
Reporting Period	<b>For Quarterly Reporting:</b> Federal fiscal quarters ending: December 31, March 31, June 30 September 30	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending December 31/ March 31/ June 30/ September 30, 20XX	N/A
Submit to:	GO and GOTR	GO and GOTR

## 10. REGULATORY COMPLIANCE

The Recipient agrees to comply with or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.

Certain environmental and other associated compliance are Federal responsibilities, and will occur as appropriate. Reclamation will identify the need for, and assure the completion of, any appropriate environmental compliance requirements, as identified above, pursuant to activities specific to this assisted activity. Environmental and other associated compliance shall be completed prior to the start of this project. As such, notwithstanding any other provision of this Agreement, Reclamation shall not provide any funds to the Recipient for Agreement purposes, and the Recipient shall not begin implementation of the assisted activity described in this Agreement, until Reclamation provides written notice to the Recipient that all applicable environmental and regulatory compliance analyses and clearances have been completed and that the Recipient may begin implementation of the assisted activity. If the Recipient begins project activities that require environmental and other regulatory compliance approval, such as construction activities, prior to receipt of written notice from Reclamation that all such clearances have been obtained, then Reclamation reserves the right to unilaterally terminate this agreement for cause.