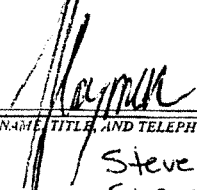
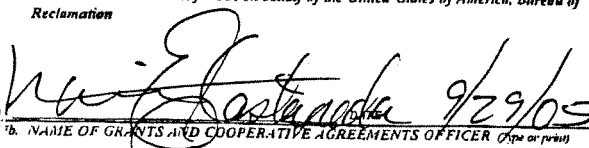


UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT

1. AGREEMENT NUMBER 05FG202051		2. TYPE OF AGREEMENT [x] GRANT [] COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT County Government	
4. ISSUING OFFICE (NAME, ADDRESS) U.S. Department of the Interior Bureau of Reclamation Mid-Pacific Region 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898			5. RECIPIENT (NAME, ADDRESS, TELEPHONE) El Dorado County Department of Transportation 924 Emerald Bay Road South Lake Tahoe CA 96150 DUNS #: 071543201 EIN #: 94-6000511		
6. ADMINISTRATIVE POINT OF CONTACT (NAME, ADDRESS, TELEPHONE, E-MAIL) Maria E. Castaneda, MP-3813 Phone (916) 978-5148 Bureau of Reclamation, Mid-Pacific Region Fax (916) 978-5175 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898 Email: mcastaneda@mp.usbr.gov			7. RECIPIENT PROJECT MANAGER (NAME, ADDRESS, TELEPHONE, E-MAIL) Steve Kooyman, Supervising Civil Engineer El Dorado County Department of Transportation 924 Emerald Bay Road Ph: (530)573-7910 South Lake Tahoe CA 96150 Fax: (530)541-7049 skooyma@co.el-dorado.ca.us		
8. TECHNICAL REPRESENTATIVE (NAME, ADDRESS, TELEPHONE, E-MAIL) Myrmie Mayville, MP-150 Phone (916) 978-5037 Tahoe Regional Wetlands Program manager Bureau of Reclamation, Mid-Pacific Region 2800 Cottage Way Sacramento, California 95825-1898 Email mmayville@mp.usbr.gov			9. EFFECTIVE DATE SEE BLOCK 17		
			10. COMPLETION DATE December 31, 2007		
11. PROGRAM STATUTORY AUTHORITY Public Law 108-7, Consolidated Appropriations Resolution, 2003, Water and Related Resources Public Law 108-447, Consolidated Appropriations Act, 2005, (Dec. 8, 2004)					
12. FUNDING INFORMATION			13. REQUISITION NUMBER		
TOTAL AMOUNT OF AGREEMENT		RECIPIENT/OTHER	RECLAMATION	05201500099 \$375,000.00	
AMOUNT OF FUNDS OBLIGATED		\$268,500.00	\$375,000.00		
COST SHARE RATIO		42%	58%		
			14. ACCOUNTING AND APPROPRIATION DATA A30-1920-7000-000-00-0-0-2015000-411G		
15. PROJECT TITLE AND BRIEF SUMMARY OF PURPOSE AND OBJECTIVES OF PROJECT a. TITLE: Angora Creek Fisheries Enhancement Project (Block 15 continued on Page 2)					
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			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  DATE 9/27/05			BY  DATE 9/29/05		
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER (Type or print) Steve Kooyman, P.E. Supervising Civil Engineer (530)573-7910			17b. NAME OF GRANTS AND COOPERATIVE AGREEMENTS OFFICER (Type or print) Maria E. Castaneda		
Additional signatures are attached					

DOCUMENTS INCORPORATED HEREIN BY REFERENCE:

A.1. BACKGROUND:

Lake Tahoe and its watershed have been degraded by numerous environmental perturbations over the past several decades. These perturbations, including rural and residential development, new transportation routes, increased human population and increased numbers of motor vehicles have degraded the integrity of the watershed in various ways. The purpose of the Tahoe Regional Wetlands Development Program is to assist in addressing the past degradation of Lake Tahoe and its watershed by undertaking projects, either directly or through financial assistance to others, to meet the environmental thresholds as defined in the Tahoe Regional Planning Agency's Environmental Improvement Program. The environmental thresholds are defined as the environmental standards necessary to protect the natural environmental and public health and safety within the Lake Tahoe basin. The environmental thresholds of interest include water quality, soil conservation, wildlife, fisheries and vegetation. To achieve environmental restoration in the Lake Tahoe basin, funded activities may include project planning and implementation, program coordination and management, and public outreach.

Improving fish passage in streams throughout the Tahoe Basin has been identified as a critical component in achieving fisheries thresholds and, as such, the Lake Tahoe Environmental Improvement Program (EIP) lists several projects to remove fish barriers and improve in-stream habitat.

In 1995 and 1996, El Dorado County Department of Transportation (EDOT) constructed erosion control improvements for the Angora 1 and 2 Erosion Control Projects. In 1999, EDOT began planning the Angora Creek Stream Restoration Project, which is located along Angora Creek from Lake Tahoe Boulevard easterly to the Washoe State Parks boundary. In January of 2005, EDOT awarded a contract for construction in the summers of 2005 and 2006. This project was funded in part by a grant from Reclamation's Lake Tahoe Regional Wetland Development Program (02FG200067).

In 2004, EDOT added a wildlife enhancement component to the Angora project area. The proposed wildlife enhancement project component will focus on the portion of Angora Creek from Lake Tahoe Boulevard upstream for approximately 0.25 mile. The existing impassable culvert on Angora Creek at the Lake Tahoe Boulevard crossing will be replaced with a three-sided bridge or baffled structure that is passable by fish.

A.2. PURPOSE

The purpose of this grant is to remove the existing impassable culvert on Angora Creek at the Lake Tahoe Boulevard crossing and replace it with a structure that is passable by fish.

A.3. OBJECTIVE

The objectives of this grant are to improve fish migration in Angora Creek for both resident and migratory fish and to improve wildlife habitat within the Angora Creek Stream Environment Zone (SEZ).

A.4. BENEFITS

In addition to improving fish passage, the bridge or culvert will have the capacity to convey larger stream flows, and the floodplain will be expanded. Also, the health, water balance, and stability of the SEZ along Angora Creek will be improved by adjusting channel morphology upstream where the creek has become entrenched and by stabilizing the banks with vegetation.

A.5. RESPONSIBILITIES OF THE PARTIES

El Dorado County Department of Transportation shall:

1. Obtain all applicable Federal, State, and local permits for work to be performed under this agreement.

2. Remove the existing impassable culvert.
3. Install a new bridge (bottomless culvert) or baffled structure that is passable by fish.
4. Remove unnecessary fill from below the Lake Tahoe Boulevard crossing to expand the floodplain.
5. Restore 0.25 mile of the Angora Creek channel upstream of the Lake Tahoe Boulevard crossing.
6. Install and maintain temporary water pollution control measures through all phases of construction.
7. Provide Reclamation with a written project progress report at the end of the first construction season.
Due Date: December 31, 2006
8. Provide Reclamation with a written project progress report at the end of the second construction season should the project need to be phased.
Due Date: December 31, 2007
9. Provide Reclamation with a written final report. Include funding information, project goals, scope of work, a description of the completed project, and pre- and post-project photographs.
Due Date: December 31, 2007

A.6. STATEMENT OF WORK

See A.5. Responsibilities of the Parties

A.7 PERFORMANCE PERIOD

The performance period of this agreement is from date of execution to December 31, 2007.

A. 8 FUNDING

Reclamation will make advanced payments or reimburse the recipient for allowable costs incurred, in accordance with applicable OMB Circular during the effective period of this agreement. Please reference Special Provision B.1 Payment Policy of this agreement.

- (a) **SUMMARY OF FUNDING ESTIMATES.** The following is a summary of the funding periods of the agreement, and the amounts of funding (either estimated or costs actually incurred) for those periods:

<u>Period #</u>	<u>Dates Covered</u>	<u>Estimated/Actual Costs</u>
1.	Date of Execution through December 31, 2007	\$375,000.00 (est.)
TOTAL ESTIMATED AMOUNT		\$375,000.00 (est.)

It is understood that nay estimated amounts are not binding on either party and are for informational purposes only, until such time as a modification is issued to provide funding for that period.

- (b) **SUMMARY OF FUNDING OBLIGATIONS.** The following is a summary of the funding that has been obligated for this agreement:

<u>Period #</u>	<u>Accounting and Appropriation Data</u>	<u>Amount</u>
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1. A30 1920 7000 000 00 0 0 2015000 411G \$375,000.00

TOTAL OBLIGATED AMOUNT \$375,000.00

It is expressly understood that the Government has no obligation to provide funds in addition to those reserved in writing. Except as required by other provisions of this Agreement specifically citing and to be an exemption from this clause, Reclamation shall not be obligated to reimburse the Recipient for costs incurred in excess of the estimated cost set forth in the approved annual budget.

SPECIAL PROVISIONS (07/04)

B.1 PAYMENT POLICY (Reclamation 11/03)

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 sub-recipients.

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.

(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.

B.2 PAYMENT METHOD (Reclamation 11/03)

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 6 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/modification]. 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.

B.3 REPORTING REQUIREMENTS AND DISTRIBUTION (Reclamation 11/03)

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 quarterly 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 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 quarterly 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, Page 1)	GCAOR (Block 8, Page 1)
Financial Reports	2	1
Performance Reports	1	2
Significant Developments	2	1

B.4 MODIFICATIONS (Reclamation 08/03)

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.

B.5 RECIPIENT'S Administrator (Reclamation 08/03)

(The County Officer or employee with responsibility for administering this Agreement is **Steve Kooyman, Supervising Civil Engineer, Department of Transportation, or successor.**

B.6 KEY PERSONNEL (Reclamation 08/03)

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

Steve Kooyman, Administrator

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.

B.7 GRANT AND COOPERATIVE AGREEMENT OFFICER'S REPRESENTATIVE (GCAOR)
(Reclamation 08/03)

The GCAOR for this agreement will be:

Bureau of Reclamation
Attn: Myrnie Mayville, MP-150
Tahoe Regional Wetlands Program Manager
2800 Cottage Way,
Sacramento, CA 95825
Telephone: (916) 978-5037

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.

B.8 FUNDS AVAILABLE FOR PAYMENT (Reclamation 08/03)

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 2005 Energy and Water Development Appropriations Act, Public Law 108-447. Funding for any optional year of the agreement is contingent upon subsequent Congressional funding.

B.9 REIMBURSABLE COSTS AND LIMITATIONS (Reclamation 08/03)

B.9.1 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.

B.9.2 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.

B.9.3 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.

B.10 BUDGET REVISIONS (Reclamation 08/03)

The Recipient shall follow the requirements at 43 CFR 12.70(c) or 43 CFR 12.925, as applicable, 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.

B.11 PROCUREMENT STANDARDS (Reclamation 08/03)

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 firm's, and women's business enterprises is included in the General Provisions section of this agreement.

B.12 PROPERTY STANDARDS (Reclamation 08/03)

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.

B.13 PROPERTY STANDARDS – REAL PROPERTY (Reclamation 08/03)

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:

B.13.1 Title -- Title to real property acquired under this agreement shall vest upon acquisition in the Recipient or Sub-recipient, 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.

B.13.2 Disposition -- When the real property is no longer needed for the originally authorized purpose, the Recipient or Sub-recipient shall request disposition instructions from Reclamation. The instructions shall provide for one of the following alternatives:

B.13.2.1 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.

B.13.2.2 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.

B.13.2.3 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.

B.13.2.4 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.

B.14 INSPECTION (Reclamation 08/03)

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 sub-recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

B.15 AUDIT (Reclamation 09/03)

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/>.

B.16 ENFORCEMENT (Reclamation 08/03)

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:

B.16.1 Temporarily withhold cash payments pending correction of the deficiency by the recipient or sub-recipient or more severe enforcement action by the awarding agency;

B.16.2 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;

B.16.3 Wholly or partly suspend or terminate the current award for the recipient's or sub-recipient's program;

B.16.4 Withhold further awards for the program; or

B.16.5 Take other remedies that may be legally available.

B.17 TERMINATION (Reclamation 08/03)

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:

B.17.1 By the awarding agency with the consent of the recipient or sub-recipient 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

B.17.2 By the recipient or sub-recipient 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.

B.18 COPYRIGHTS (Reclamation 08/03)

B.18.1 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.

B.18.2 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, sub-grant, or contract under a grant or sub-grant; and
- (b) Any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

B.19 RIGHTS TO DATA (Reclamation 08/03)

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:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

B.20 DUN AND BRADSTREET (D&B) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT (Reclamation 07/04)

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 5 of your SF-424 Application for Federal Assistance (Rev.9-2003), or in Block 6 of previous versions of the SF-424.

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, or by going to the DUNS Government Contractor and Grantee website at <https://eupdate.dnb.com/requestoptions/government/ccrreg/>.

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.

GENERAL PROVISIONS (6/04)

C.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>.

C.1.1. 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"

C.1.2. 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.1.3. 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

C.1.4. 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>.

C.2. DEBARMENT AND SUSPENSION

The Department of the Interior regulations at 43 CFR 42—Government-wide Debarment and Suspension (Non-procurement), which adopt the common rule for the government-wide system of debarment and suspension for non-procurement 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.

C.3. DRUG-FREE WORKPLACE

The Department of the Interior regulations at 43 CFR 43—Government-wide 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.

C.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.

C.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.

C.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 sub-grantee 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.

C.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.

C.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 Reclamations 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.

C.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.

C.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.

C.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 sub-award to any sub-recipient, except for a sub-award to a State government, a local government, or to a federally-recognized Indian tribal government.

List of Documents, Exhibits, or Other Attachments (6/04)

D.1 THE FOLLOWING DOCUMENTS, EXHIBITS OR ATTACHMENTS ARE INCORPORATED BY REFERENCE AND MADE A PART OF THIS AGREEMENT.

Attachment Number	Title	No. of Pages
1	Certifications	1

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. PAGE _____ OF _____ PAGES
0348-0004

1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
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3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY	5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
-------------------------------------------------------------------------------------------	-------------------------------------------------------------------------	----------------------------------------------------

6. EMPLOYER IDENTIFICATION NUMBER	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST	
		FROM (month, day, year)	TO (month, day, year)

9. RECIPIENT ORGANIZATION Name: Number and Street: City, State and ZIP Code:	10. PAYEE (Where check is to be sent if different than item 9) Name: Number and Street: City, State and ZIP Code:
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11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	TOTAL
a. Total program outlays to date <small>(As of date)</small>	\$	\$	\$	0.00
b. Less: Cumulative program income				0.00
c. Net program outlays (Line a minus line b)	0.00	0.00	0.00	0.00
d. Estimated net cash outlays for advance period				0.00
e. Total (Sum of lines c & d)	0.00	0.00	0.00	0.00
f. Non-Federal share of amount on line e				0.00
g. Federal share of amount on line e				0.00
h. Federal payments previously requested				0.00
i. Federal share now requested (Line g minus line h)	0.00	0.00	0.00	0.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			0.00
	2nd month			0.00
	3rd month			0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$ 0.00

CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	September 21, 2005
TELEPHONE (AREA CODE, NUMBER, EXTENSION)		

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

- | <u>Item</u> <u>Entry</u> | <u>Item</u> <u>Entry</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis. | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. |
| 4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. | 11a Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency. | 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement. |
| 7 This space is reserved for an account number or other identifying number that may be assigned by the recipient. | 11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance. |
| 8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested. | 13 Complete the certification before submitting this request. |

Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.