



## Federal Financial Assistance Terms and Conditions of Award

### Table of Contents

I. Award Administration and Overview .....	3
1. Authority .....	3
2. Public Purpose of Support.....	3
3. Background and Objectives .....	3
4. Financial Assistance Administrative Regulations.....	4
5. Regulatory Compliance.....	4
6. Acceptance .....	4
7. Amendments .....	5
II. Project Performance .....	5
1. Project Narrative and Milestones .....	5
2. Recipient Responsibilities .....	7
2.1 Interim Performance Reports .....	8
2.2 Final Performance Report .....	8
2.3 Water Strategy Document.....	8
3. Additional Recipient Key Personnel.....	9
4. Reclamation Responsibilities.....	9
III. Financial Assistance .....	9
1. Available Funding .....	9
2. Approved Budget .....	9
3. Cost Sharing Requirement.....	10
4. Pre-Award Incurrence of Costs .....	10
5. Indirect Costs.....	10
IV. Payment Information.....	10
1. Payment Method .....	10
2. Payment .....	11
3. Return of Funds, Excess Cash, and Interest .....	11
3.1 Return of Funds or Excess Cash.....	11

3.2 Return of Interest.....	12
V. Reporting Requirements .....	12
1. Reclamation Required Reports and Submission.....	12
1.1 Financial Reporting Requirements .....	12
1.2 Performance Progress Reporting Requirements.....	13
2. Federal-wide Reports and Disclosures.....	13
2.1 System for Award Management.....	13
2.2 Subawards and Executive Compensation.....	14
2.3 Reporting Recipient Integrity and Performance.....	14
2.4 Conflicts of Interest.....	14
2.5 Trafficking Victims Protection .....	14
3. Remedies for Noncompliance.....	15
VI. Reclamation Contacts .....	15
1. Grants Officer .....	15
2. Grants Management Specialist .....	15
3. Grants Officer's Technical Representative.....	15
VII. Department of Interior Standard Terms and Conditions .....	16

# I. Award Administration and Overview

## 1. Authority

This Financial Assistance Agreement (Agreement) is entered into between the Bureau of Reclamation (Reclamation) and **Mission Springs Water District** (Recipient), pursuant to Public Law 117-169, Inflation Reduction Act, Section 50231 ("Bureau of Reclamation Domestic Water Supply Projects") (Act). The following section, provided in full text, authorizes Reclamation to award this Agreement:

### SEC. 50231. BUREAU OF RECLAMATION DOMESTIC WATER SUPPLY PROJECTS.

*In addition to amounts otherwise available, there is appropriated to the Secretary, acting through the Commissioner of Reclamation, for fiscal year 2022, out of any money in the Treasury not otherwise appropriated, \$550,000,000, to remain available through September 30, 2031, for grants, contracts, or financial assistance agreements for disadvantaged communities (identified according to criteria adopted by the Commissioner of Reclamation) in a manner as determined by the Commissioner of Reclamation for up to 100 percent of the cost of the planning, design, or construction of water projects the primary purpose of which is to provide domestic water supplies to communities or households that do not have reliable access to domestic water supplies in a State or territory described in the first section of the Act of June 17, 1902 (43 U.S.C. 391; 32 Stat. 388, chapter 1093).*

## 2. Public Purpose of Support

The Palm Springs Village Intertie project (Project) achieves the public purpose of the Act through advancing the development or reliability of domestic water supplies for a disadvantaged community that does not have reliable access to domestic water supplies.

## 3. Background and Objectives

Through WaterSMART (Sustain and Manage America's Resources for Tomorrow), Reclamation leverages Federal and non-Federal funding to work cooperatively with states, tribes, and local entities as they plan for and implement actions to increase water supply sustainability through investments and attention to local water conflicts.

Through Planning and Project Design Grants, Reclamation provides assistance to states, tribes, irrigation districts, water districts, other entities with water or power delivery authority, and non-profit conservation groups to conduct planning activities to improve water supplies (e.g., water supplies to disadvantaged communities that do not have reliable access to water, water marketing, water conservation, drought resilience, and ecological resilience) or the final design of on the ground water supply construction (including domestic water supply projects for Tribes,

insular areas, and disadvantaged communities), water management construction and restoration projects.

Mission Springs Water District, located in Riverside County, California, provides domestic water supplies to approximately 885 residents in the Palm Springs Crest and West Palm Springs Village communities, areas facing economic vulnerabilities and water supply reliability concerns. The communities rely on groundwater from different water supply systems and do not have an alternative water source when their system is disrupted by well failures, drought conditions or power outages. The Recipient will conduct planning activities to develop an intertie that connects the two systems and improves water supply reliability for these communities. These activities include completing a comprehensive analysis of existing infrastructure, identifying locations for intertie components, preparing cost estimates, and developing a strategy for the implementation of the intertie project. The project is supported by the Coachella Valley Regional Water Management Group, an association of water purveyors in the Coachella Valley region, and Riverside County.

#### 4. Financial Assistance Administrative Regulations

All recipients are required to follow the applicable federal, Department of Interior, and Reclamation financial assistance regulations. The provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance" located at [Title 2 CFR Part 200](#), the Department of the Interior Federal Agency Regulations for Grants and Agreements at [Title 2 CFR Subtitle B, Part 1400-1499](#), and the Financial Assistance Interior Regulations (or FAIR) at [Title 2 CFR Subtitle B, Parts 1402-1402.499](#), are hereby incorporated by reference as though set forth in full text.

#### 5. Regulatory Compliance

All recipients must comply, or assist Reclamation, with all regulatory compliance requirements and all applicable state, federal, and local environmental, cultural, and paleontological resource protection laws, as applicable to this Agreement. These may include, but are not limited to, the National Environmental Policy Act, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office. If the Recipient begins project activities that require environmental compliance approval, prior to written notice from the GO that all such clearances have been obtained, Reclamation reserves the right to initiate remedies for non-compliance as defined by [2 CFR 200.339-340](#), including termination of this Agreement.

#### 6. Acceptance

Recipients of Reclamation financial assistance awards must comply with the applicable terms and conditions incorporated, either directly or by reference, in their Notice of Funding Opportunity R23AS00109 WaterSMART Planning and Project Design Grants for Fiscal Year 2023 and Fiscal Year 2024, program announcements, and this Notice of Award. These terms and

conditions are in addition to the assurances and certifications made as part of the award application process through submission of the Standard Forms SF-424B Assurances for Non-Construction Programs, SF-424D Assurances for Construction Programs, and Certifications Regarding Lobbying (see [SF-424 Family | Grants.gov](#)), or through acceptance of certifications and representations in the System for Award Management ([SAM.gov](#)).

Acceptance of a financial assistance award, including any amendments, from Reclamation carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Acceptance means starting work, drawing down or requesting funds, or accepting the award via electronic means. Accepting the award constitutes a consent to fulfill and comply with all terms and conditions by the recipient.

## 7. Amendments

Any changes to this Agreement shall be made in writing by the Grants Officer (GO), unless determined by Reclamation to be administrative corrections which do not impact the terms and conditions of the Agreement. No statement made by any person, or in writing, other than the GO shall be allowed to amend, modify, or otherwise affect the Agreement.

All recipient requests for amendment of the Agreement, including prior approval requirements set forth in [2 CFR 200.308](#), such as no-cost extensions and changes to key personnel, or the addition of previously agreed upon funding, are addressed to the GO and submitted in writing (including via email) and will include a full description of the reason for the request.

Amendment requests can be submitted to the Grants Management Specialist (GMS) or to the GO identified on the NOA page.

## II. Project Performance

### 1. Project Narrative and Milestones

Under this Agreement, the Recipient shall develop a water strategy to connect the Palm Springs Crest water system and West Palm Springs Village water system to improve water supply reliability (Water Strategy). To develop the Water Strategy, the Recipient shall complete the activities described below.

#### 1.1 Outreach and Partnership Building.

The Recipient shall conduct outreach and partnership building activities designed to inform and obtain input from potential participants or stakeholders within the relevant geographic areas. These activities include, but are not limited to:

- Forming a stakeholder work group to guide and inform the development of the Water Strategy
- Developing a community engagement plan

## 1.1 Scoping and Planning

The Recipient shall conduct scoping and planning studies to support the development of the Water Strategy. These activities include, but are not limited to:

- Conducting an analysis of the problems and needs of the existing infrastructure and water systems
- Identifying optimal locations for valve upgrades and the booster station to increase flows
- Determining ways to improve the sustainability and energy-efficiency of the project
- Creating a detailed cost estimate of the design and construction of the project as well as funding strategies
- Developing a plan to move forward with the project

## 1.2 Water Strategy Document.

The Recipient shall develop a Water Strategy document that substantively includes the following:

- **Outreach Summary:** A summary of the outreach conducted under Section 5.1 of this Agreement, including a description of how input was solicited, the input received, and how the input was addressed in the course of the planning activities and in the development of the Water Strategy.
- **Statement of Problems and Needs:** A summary of the work performed under Section 5.2 of this agreement to identify the problems and needs in the planning area.
- **Project Opportunities and Comparison of Alternatives:** A summary of the work performed under Section 5.2 of this Agreement to identify, compare and prioritize potential solutions/projects to address the problems and needs in the planning area, and:
  - Description of the solutions or potential on-the-ground projects identified, and their relative priority.
  - Explanation of the findings and conclusions resulting from the comparison of project costs and benefits.
- **Implementation Strategy:** A description of the strategy for moving forward with project concepts or solutions identified through the planning effort, including:
  - How the potential projects or activities will be implemented and any barriers to implementation.
  - Next steps for project development, including future outreach plans (how stakeholders will be engaged in future project phases), need for project design or engineering, and any information gaps and need for additional analysis.

- Any next steps to address permitting, environmental compliance, or legal requirements; financing needs or plans; water rights or infrastructure issues.
- How performance of each project will be monitored/measured.
- **Discussion of lessons learned.**
  - A description of how development of the strategy benefitted the organization
  - An explanation of lessons learned through the course of developing the strategy
  - Any feedback for Reclamation on the process or program

The milestones for this project are:

<b>Milestone / Task / Activity</b>	<b>Planned Start Date</b>	<b>Planned Completion Date</b>
Develop initial estimate and implementation plan	March 2025	Ongoing through August 2026 (when Water Strategy document is submitted to Reclamation)
Engage/Form stakeholder work group and develop community engagement plan	July 2025	Ongoing throughout project lifecycle
Conduct analysis of problems and needs	July 2025	Ongoing through preliminary design phase
Alignment Study, Utility Research, Geotechnical Study	July 2025	November 2025
Preliminary Water Line & Booster Station Design	November 2025	August 2026
Identify optimal locations for valve upgrades and the booster station (part of preliminary design phase)	November 2025	August 2026
Analyze sustainability and energy efficiency (part of preliminary design phase)	November 2025	August 2026
100% Water Line & Booster Station Design	April 2026	August 2026
Submit draft Water Strategy document to Reclamation for review	August 2026	August 2026
Finalize Water Strategy	December 2026	December 2026

## 2. Recipient Responsibilities

The Recipient shall carry out the approved project in accordance with the terms and conditions stated herein, [2 CFR Part 200](#) (including procurement requirements at [200.320](#)), adherence to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required

approvals and permits. If the approved project 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.

## 2.1 Interim Performance Reports

Interim performance reports will be submitted at least twice a year, which include:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the period
- The reasons why established milestones were not met, if applicable
- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the project

## 2.2 Final Performance Report

The final performance report must include, but is not limited to, the following information:

- Whether the project objectives and goals were met.
- Discussion of the benefits achieved by the project, including information and/or calculations supporting the benefits
- Description of how the project demonstrates collaboration
- A comparison of estimated costs vs. actual costs
- An overview of the project design progress.
- Photographs documenting the project are also appreciated.

## 2.3 Water Strategy Document

The Recipient will submit a copy of the draft water strategy document to Reclamation review at least 90 days prior to the completion of the period of performance for this Agreement.

Reclamation will review the draft water strategy document to verify that it meets the content requirements identified in Section I 1.3 *Water Strategy Document*. The Recipient will submit a copy of the final water strategy document together with the final performance report identified in Section II.2.2 above. The water strategy document shall include the following statement:

“This document is a water planning document and does not provide recommendations or represent a statement of policy or position of the Bureau of Reclamation or Department of the Interior. The strategy does not propose or address the viability any specific project and does not represent a commitment for provision of Federal funds for projects identified in the plan.”



### 3. Additional Recipient Key Personnel

At the time of award, there were no other key personnel identified.

### 4. Reclamation Responsibilities

Reclamation monitoring and oversight of this award includes review and acceptance of financial and performance reports, and other deliverables identified as part of the project scope.

Additional monitoring activities may include drawdown approvals, site visits, conference calls, and other on-site and off-site monitoring activities such as inspections or evaluation on Recipient and subrecipient premises. At the Recipient's request, Reclamation may also provide technical support to the Recipient for the approved project and objectives of this Agreement.

## III. Financial Assistance

### 1. Available Funding

The total estimated project cost for this Agreement is **\$932,991.00**

The amount of federal funds issued with this action is **\$358,010.00**, as indicated by "Amount of Financial Assistance This Action" within block 12 of the NOA.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the period of performance end date. The only costs which are authorized for a period of up to 120 days following the period of performance are those strictly associated with closeout activities for preparation of the final reports.

### 2. Approved Budget

The total approved budget summarizes the financial aspects of the project. It is detailed by category in block 11 of the NOA page and/or below. Final costs incurred within 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 budget documentation submitted to Reclamation, and any pre-award clarifications conducted between the Recipient and Reclamation.

The Recipient is responsible for ensuring federal funds are managed in a manner consistent with [2 CFR Part 200 Subpart E](#), the approved budget, approved project activities, and terms and conditions of award. Recipients are encouraged to direct questions regarding allowability, allocability or reasonableness of costs to the GO for review prior to incurrence of the costs in question.

Summary			
Object Class Category	Total Cost	Federal Estimated Amount	Non-Federal Estimated Amount
a. Personnel	\$51,955		
b. Fringe Benefits	\$29,636		
f. Contractual	\$851,400		
i. Total Direct Costs	\$932,991		
<b>Total Costs</b>	<b>\$932,991</b>	<b>\$358,010</b>	<b>\$574,981</b>

### 3. Cost Sharing Requirement

Non-federal cost-share is not required for this Agreement.

The federal share of allowable costs shall not be expended in advance of the Recipient's non-federal share. The expenditure of federal and non-federal funds based upon the cost share percentage above shall occur concurrently. If a bona fide need arises which requires the expenditure of federal funds in advance of the Recipient share, then the Recipient must request written approval from the GO prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of federal funds without prior written approval from the GO prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of federal funds without prior written approval.

### 4. Pre-Award Incurrence of Costs

The Recipient shall be entitled to reimbursement for costs incurred on or after, August 7, 2023 which if had been incurred after the start date of the period of performance, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement.

### 5. Indirect Costs

Indirect costs are not approved for this Agreement.

## IV. Payment Information

### 1. Payment Method

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request payments. 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. ASAP is the only allowable method for request and receipt of payment.

Recipient procedures must minimize the time elapsing between the drawdown of federal funds and the disbursement for Agreement purposes.

## 2. Payment

Financial assistance recipients are paid in advance by electronic drawdown, provided they maintain written procedures that minimize the time elapse between transfer of funds from ASAP accounts and disbursements, and they have financial management systems that meet standards for fund control and accountability. Advance payments are limited to the immediate cash requirements to carry out the purpose of the approved program or project.

## 3. Return of Funds, Excess Cash, and Interest

### 3.1 Return of Funds or Excess Cash

Funds, principal, and excess cash returns may be made to Reclamation through the following means.

#### **Payment Method ASAP**

The Recipient must direct returns of funds not spent, excess cash on hand, interest owed to the federal government, and principal to the ASAP system. Returns should include:

- The agency to credit the funding (i.e. Reclamation)
- The relevant ASAP account numbers
- The reason for the return

#### **Payment Method Electronic Transfer**

If the Recipient is unable to return funds owed to the federal government through ASAP, the following electronic transfer information should be utilized:

##### **ACH Returns:**

ABA Routing Number: 051036706

Account number: 312018

Bank Name and Location: Credit Gateway, Federal Reserve Bank, Richmond, VA

Agreement Number: Reclamation Grant or Cooperative Agreement Number

##### **Fedwire Returns:**

ABA Routing Number: 021030004

ABA Short Name: TREAS NYC

Account number: 14060905

Beneficiary Name: Bureau of Reclamation

Bank Name and Location: Federal Reserve Bank, 33 Liberty Street, Federal Reserve Post Office Station, New York, NY 10045

Agreement Number: Reclamation Grant or Cooperative Agreement Number

### Payment Method US Mail

For Recipients that do not have electronic remittance capability, please make check payable to: "Bureau of Reclamation" and include the following in the memo lines of the check:

- The Reclamation award number
- The ASAP account number

**Mail (by USPS only)** the check to Treasury approved lockbox:

DOI-BOR-Region: Denver

P.O. Box 6200-21

Portland, OR

97228-6200

### 3.2 Return of Interest

Interest earned on Federal funds in excess of \$500 per year must be returned annually to the Department of Health and Human Services Payment Management System (PMS). Recipients and subrecipients can find further information and a link to directions at [2 CFR 200.305\(b\)\(12\)](#).

## V. Reporting Requirements

### 1. Reclamation Required Reports and Submission

Reports can be submitted to the GMS via [LCFA@usbr.gov](mailto:LCFA@usbr.gov) or [GrantSolutions](#).

#### 1.1 Financial Reporting Requirements

The interim Federal Financial Report (SF-425) shall be submitted semi-annually, according to the Report Frequency and Submission schedule noted under the *Federal Financial Report Cycle*, following the Notice of Award page in the table at the end of this section. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

Per [2 CFR Part 200.344](#), the **Final** Federal Financial Report (SF-425) shall be submitted within 120 days of the period of performance end date. The recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the program or activities beyond the period of performance end date and must liquidate all financial obligations incurred under the award. The only costs which are authorized for 120 days following the period of performance end date are those strictly associated with closeout activities in preparation of final reports. All sections of the Final SF-425 must be complete.

Federal Financial Report Submission Schedule			
Report Type	Format	Reporting Period	Due Date
Interim	SF-425	<b>Semi-Annual:</b> October 1-March 31 and April 1 thru September 30	30 days after the end of reporting period
Final	SF-425	Entire period of performance	120 days after the end of period of performance

## 1.2 Performance Progress Reporting Requirements

Reclamation requires Performance Reports to be submitted semi-annually, according to the Report Frequency and Submission schedule noted under the *Performance Progress Report Cycle*, following the Notice of Award page. Reclamation may utilize standard, OMB-approved forms for the collection of performance information, or no specific format, as identified in the NOFO or program announcement.

For Construction and non-construction, the minimum information to include in Performance Reports are:

- Report identification; recipient name, agreement number, project title, and period of performance start and end dates
- A comparison of actual accomplishments to the objectives of the federal award for the reporting period
- Where accomplishments can be quantified, or performance data and analysis informative to Reclamation, if applicable
- A reason(s) why any established goals/objectives were not met, if applicable
- Pertinent information on overall activity such as cost overruns, or high unit costs
- Significant developments such as problems, delays, or adverse conditions, if applicable
- Favorable developments such as objectives ahead of schedule, or less cost than anticipated, if applicable

Per [2 CFR Part 200.344](#), the **Final** Performance Progress Report shall be submitted within 120 days of the period of performance end date. The Final Performance Report shall include a summary of all activities completed during the entire period of performance with the minimum information stated above, and any Program Specific or Data Collection report requirements as stated within the NOFO and this Agreement.

## 2. Federal-wide Reports and Disclosures

### 2.1 System for Award Management

Unless exempted by [2 CFR 25.110](#), recipients must maintain current information in the System for Award Management (SAM) until the final financial report required under the Award is

submitted, or the final payment is received, whichever is later, per [Appendix A to Part 25, Title 2](#). This requires recipients to review and update information *at least annually* after the initial registration, or more frequently if required by changes in your information. See [SAM.gov | Home](#). If a recipient allows their SAM registration to lapse, they will be prevented from submitting applications for funding opportunities in Grants.gov, and ASAP accounts are suspended, among other federal financial assistance restrictions.

## 2.2 Subawards and Executive Compensation

Unless exempted by [2 CFR Part 170.105](#), Recipients are required to report information on subawards and executive total compensation to meet the requirements of the federal Funding Accountability and Transparency Act of 2006. Recipients can review [Appendix A to Part 170, Title 2](#) for information on what, where, and when to report.

## 2.3 Reporting Recipient Integrity and Performance

Recipients that have active financial assistance and procurement contracts from federal agencies exceeding \$10,000,000 for any period of time during the period of performance of this Agreement must maintain current information in SAM about civil, criminal, or administrative proceedings as outlined in [Appendix XII to Part 200](#).

## 2.4 Conflicts of Interest

The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Grants Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Subrecipients in the matter.

The Grants Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Grants Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Grants Officer in writing. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.

## 2.5 Trafficking Victims Protection

The Recipient, its employees, and its subrecipients under this award may not engage in human trafficking, procuring commercial sex acts, or using forced labor during the performance of the

award, or any subawards. Recipients must inform Reclamation immediately of any allegation of such activity. Reclamation may unilaterally terminate this award, without penalty, in addition to other remedies for noncompliance, if a violation of the [Trafficking Victims Protection Act of 2000 \(TVPA\)](#), codified at [2 CFR Part 175.15](#) for financial assistance awards, is determined. Recipients will ensure this provision is included in any agreements entered into for award activities.

### 3. Remedies for Noncompliance

Failure to comply with the recipient reporting, disclosure, and notice requirements contained in this Agreement, terms and conditions, or federal financial assistance regulations, may be considered a material noncompliance with the terms and conditions of the award.

Noncompliance may result in withholding of payments, denying both the use of federal funds and recipient cost-share for all or part of a cost, 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 [2 CFR 200.339-340](#).

## VI. Reclamation Contacts

### 1. Grants Officer

The Reclamation GO is the only official with legal authority to; obligate funds, approve amendments, interpret financial assistance statutes, regulations, circulars, policies, and terms of this Agreement. The GO, or Grants Management Official, contact information can be found on the bottom of the Notice of Award cover page.

### 2. Grants Management Specialist

The Reclamation GMS works in conjunction with the GO and is the primary administrative point of contact for this Agreement regarding issues related to the day-to-day management. Requests for approval regarding changes to the terms and conditions of the Agreement, including but not limited to amendments and prior approval, may be submitted to a GMS but can only be approved, in writing, by a Reclamation GO. For some agreements, the Reclamation GO and the Reclamation GMS may be the same individual.

### 3. Grants Officer's Technical Representative

The Grants Officer Technical Representative (GOTR), or Federal Project Officer, is the primary point of contact for the programmatic performance, compliance, and progress for this Agreement and represents Reclamation in questions regarding interpretation of specifications, drawings, and other technical matters. The GOTR assists the GO in documenting performance, resolving compliance issues with project activities/milestones, and other technical conditions of the Agreement, however only the GO has the legal authority over management of this award.

The GOTR holds no authority to modify, approve, or make determinations related to the terms and conditions of this award.

## VII. Department of Interior Standard Terms and Conditions

The Department of the Interior (DOI) Standard Award Terms and Conditions found at <https://www.doi.gov/grants/doi-standard-terms-and-conditions> are hereby incorporated by reference as though set forth in full text. The Recipient is responsible for ensuring their subrecipients and contractors are aware of and comply with applicable statutes, regulations, and agency requirements.