Attachment F

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY* 07/15/2026	**1a. SUPERSEDES AWARD NOTICE dated** except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. ASSISTANCE LISTING NUMBER 15.507 - WaterSMART (Sustain and Manage America's Resources for Tomorrow)	
3. ASSISTANCE TYPE Project Grant	
4. GRANT NO. R26AP00075-00 **Originating MCA #**	**5. TYPE OF AWARD** Other
4a. FAIN R26AP00075	**5a. ACTION TYPE** New
6. PROJECT PERIOD *MM/DD/YYYY* **From** 07/15/2026	*MM/DD/YYYY* **Through** 09/30/2028
7. BUDGET PERIOD *MM/DD/YYYY* **From** 07/15/2026	*MM/DD/YYYY* **Through** 09/30/2028

AUTHORIZATION (Legislation/Regulations)

P.L. 111-11 Section 9504(a) Water Management Improvement of the Omnibus Lands Management Act of 2009

8. TITLE OF PROJECT (OR PROGRAM)

H2OC RainSmart Large Landscape Turf Upgrade Incentive Program - Small Scale Water Efficiency

9a. GRANTEE NAME AND ADDRESS

OCPW
2301 N Glassell St
Orange, CA, 92865-2703

9b. GRANTEE PROJECT DIRECTOR

Mr. Michael Mori
2301 North Glassell St
Orange, CA, 92865-2703
Phone: 714-955-0686

10a. GRANTEE AUTHORIZING OFFICIAL

Mrs. Amanda Carr
2301 North Glassell St.
Orange , CA, 92685-2703
Phone: 714-955-0612

10b. FEDERAL PROJECT OFFICER

Nicole McCann
Bureau of Reclamation
1849 C Street NW
Denver, CO, 80225
Phone: 3034453373

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only
II Total project costs including grant funds and all other financial participation — **II**

a.	Salaries and Wages ....$	0.00
b.	Fringe Benefits ....$	0.00
c.	Total Personnel Costs ....$	0.00
d.	Equipment ....$	0.00
e.	Supplies ....$	0.00
f.	Travel ....$	0.00
g.	Construction ....$	33,000.00
h.	Other ....$	170,000.00
i.	Contractual ....$	46,960.00
j.	TOTAL DIRECT COSTS → $	249,960.00
k.	INDIRECT COSTS $	0.00
l.	**TOTAL APPROVED BUDGET** $	249,960.00
m.	Federal Share $	124,980.00
n.	Non-Federal Share $	124,980.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	124,980.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	124,980.00
13. Total Federal Funds Awarded to Date for Project Period	$	124,980.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

e

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ◉ Yes ○ No)

See next page

GRANTS MANAGEMENT OFFICIAL:

Kelly Opatz, N/A
1849 C St NW
Washington, DC, 20240-0001
Phone: 3034453521

KELLY OPATZ

Digitally signed by KELLY OPATZ
Date: 2026.07.15 12:09:18 -06'00'

17. VENDOR CODE	0071452677	**18a. UEI** N9LEV9CL4BP3	**18b. DUNS**		**19. CONG. DIST.** 46	
LINE#	**FINANCIAL ACCT**	**AMT OF FIN ASST**	**START DATE**	**END DATE**	**TAS ACCT**	**PO LINE DESCRIPTION**
1	0054014034-00010	$124,980.00	07/15/2026	09/30/2028	0680	R-DO-2025-006432 SWEP County of Orange

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 07/15/2026
GRANT NO. R26AP00075-00	

REMARKS:

Program Income is not authorized.

Recipients are NOT required to sign the Notice of Award or any other award document or amendment. Recipients indicate their acceptance of an award or amendment to an existing award, including award terms and conditions, by starting work, drawing down funds, or accepting the award or amendment via electronic means. Recipient acceptance of an award/amendment carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in Reclamation taking one or more of the remedies and actions described in 2 CFR 200.339343.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 07/15/2026
GRANT NO. R26AP00075-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
07/15/2026	09/30/2026	Semi-Annual	10/30/2026
10/01/2026	03/31/2027	Semi-Annual	04/30/2027
04/01/2027	09/30/2027	Semi-Annual	10/30/2027
10/01/2027	03/31/2028	Semi-Annual	04/30/2028
07/15/2026	09/30/2028	Project Final	01/28/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
07/15/2026	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
07/15/2026	09/30/2028	Project Final	01/28/2029

AWARD ATTACHMENTS

OCPW R26AP00075-00

1. R26AP00075 Agreement 07.15.26

Federal Financial Assistance Terms and Conditions of Award

Table of Contents

I. Award Administration and Overview

1. Authority

This Financial Assistance Agreement (Agreement) is entered into between the Bureau of Reclamation (Reclamation) and *County of Orange, California* (Recipient), pursuant to Public Law 111-11, Omnibus Public Lands Management Act of 2009, Section 9504(a), as amended

2. Public Purpose of Support

The *H2OC RainSmart Large Landscape Turf Upgrade Incentive Program - Small Scale Water Efficiency* project (Project) achieves the public purpose of the Act by conserving water and improving water management.

3. Background and Objectives

The U.S. Department of the Interior's (Department) WaterSMART (Sustain and Manage America's Resources for Tomorrow) Program provides a framework for Federal leadership and assistance to stretch and secure water supplies for future generations in support of the Department's priorities. Through WaterSMART, the Bureau of Reclamation (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 in existing infrastructure and attention to local water conflicts.

Through the Small-Scale Water Efficiency Projects, Reclamation provides cost shared financial assistance to States, Tribes, irrigation districts, water districts, and other entities with water or power delivery authority to implement small-scale water efficiency projects that have been prioritized through planning efforts led by the applicant. These projects are generally in the final design stage; environmental and cultural resources compliance have been initiated or already completed; and the non-Federal funding, necessary permits, and other required approvals have been secured.

The County of Orange in southern California will provide incentive funding to homeowner associations to complete two large landscape conversion projects in which turf will be replaced by low-water-use, climate-appropriate plants. The project contributes to significant water conservation and improved water quality in several large landscape areas. The project aligns with goals outlined in the South Orange County Watershed Management Area Water Quality Improvement Plan.

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] at https://www.ecfr.gov/current/title-2/part-200, the Department of the Interior Federal Agency Regulations for Grants and Agreements at [Title 2 CFR Subtitle B, Part 1400-1499] at https://www.ecfr.gov/current/title-2/part-1400, and the Financial Assistance

Interior Regulations (or FAIR) at Title 2 CFR Subtitle B, Parts 1402-1402.499 at https://www.ecfr.gov/current/title-2/part-1402, 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 and regulations, as applicable to this Agreement. These may include, but are not limited to, the National Environmental Policy Act (NEPA), 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. If the Recipient begins project activities that require environmental or other regulatory 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 at https://www.ecfr.gov/current/title-2/section-200.339, 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 R24AS00059 WaterSMART Small-Scale Water Efficiency Projects, 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 https://www.grants.gov/forms/forms-repository/sf-424-family), or through acceptance of certifications and representations in the System for Award Management (https://sam.gov/content/home).

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 at https://www.ecfr.gov/current/title-2/section-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

The Recipients approved project proposal dated 07/07/2026 is incorporated by reference to this Agreement.

Under this Agreement, the Recipient will expand its H2OC RainSmart Large Landscape Turf Upgrade Incentive Program to support two large-scale turf removal projects (totaling 50,000 square feet) in homeowner association (HOA) communities. The program will provide technical and financial assistance to HOAs to replace non-functional turf with low-water-use, climate-appropriate landscaping.

Work Components:

- Provide incentives and technical assistance to HOAs
- Replace 50,000 SF of turf with drought-tolerant landscaping
- Implement a six-step process: outreach, design, contractor selection, construction, verification, training, and closeout

The Recipient shall include in its records the locations of turf removed under this Agreement.

The milestones* for completing the Project are:

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Complete environmental and cultural compliance	Complete	Complete
Participant Solicitation	August 2026	July 2027
Design, Contractor Selection, Rebate Approval	November 2026	November 2027
Construction Approval	November 2026	November 2027
Project Installation	June 2027	July 2028
Verification & Funding Requests	June 2027	July 2028

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 in 200.320 at https://www.ecfr.gov/current/title-2/section-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.

3. 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 *$249,960.00*.

The amount of federal funds issued with this action is *$124,980.00* 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 dated 06/26/2026 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 at https://www.ecfr.gov/current/title-2/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.

3. Cost Sharing Requirement

At least 50% non-federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in 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.

4. Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the start date of the period of performance 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, and award funds and principal owed to the federal government 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

Pay.gov:
Accepted payment methods on Pay.gov include ACH, PayPal, Venmo, and debit or credit card. Visit BOR Online Bill Pay at https://www.pay.gov/public/form/start/596136970

Bill Number: Recipient Vendor Code (See Notice of Award Page 1, Section 17)
Customer Number: 9999999999 (default for all BOR recipients)
Amount: $X.XX
Memo to Agency: To properly document return of funds, you *must* include the Grant or Cooperative Agreement Number and reason for return to BOR. If known, the ASAP ID and Grant Officer Name should also be included.

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) at https://www.ecfr.gov/current/title-2/part-200/subpart-D#p-200.305(b)(12).

V. Reporting Requirements

1. Reclamation Required Reports and Submission

Reports can be submitted through GrantSolutions.gov. Reach out to the GMS for support, as necessary.

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. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

Per 2 CFR Part 200.344 at https://www.ecfr.gov/current/title-2/section-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 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.

1.2 Performance Progress Reporting Requirements

Reclamation requires Performance Reports to be submitted 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 at https://www.ecfr.gov/current/title-2/section-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.

The Recipient shall prepare and submit to Reclamation a final Project performance report (Final Project Report) as required by Section V of this Agreement. The Final Project Report will include (but is not limited to) the information identified in this Section of this Agreement and will discuss the following:

- Whether the Project objectives and goals were met
- The benefits to the recipient's water supply delivery system
- Other benefits achieved through the project. Consider the following:
- How the Project demonstrated collaboration
- Whether the project has or will complement work done in collaboration with NRCS
- The benefits to overall water supply reliability in the area

Photographs documenting the project are also appreciated. Recipient understands that Reclamation may print photos with appropriate credit to Recipient.

2. Federal-wide Reports and Disclosures

2.1 System for Award Management

Unless exempted by 2 CFR 25.110 at https://www.ecfr.gov/current/title-2/section-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 at https://www.ecfr.gov/current/title-2/part-25/appendix-Appendix%20A%20to%20Part%2025.

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 https://sam.gov/content/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 at https://www.ecfr.gov/current/title-2/section-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 at https://www.ecfr.gov/current/title-2/part-170/appendix-Appendix A to Part 170, 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 at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFR4424206eaecf751/appendix-Appendix%20XII%20to%20Part%20200.

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.

Definitions:
This section incorporates by reference https://www.ecfr.gov/current/title-2/part-200/subpart-A including, but not limited to the following additional terms:
A. Conflict of Interest is defined as any relationship or matter which might place the Recipient, its employees, and/or its Subrecipients 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.
B. Close Personal Relationship means a federal award program employee's childhood or other friend, sibling, or other family relations that may compromise or impair the fairness and impartiality of the Proposal Evaluator and Advisor and Grants Officer in the review, selection, award, and management of a financial assistance award.
C. Discretionary Federal Financial Assistance means Federal awards including grants and agreements that are awarded at the discretion of the agency.
D. Employment means:

1. In any capacity, even if otherwise permissible, by any applicant or potential applicant for a Federal financial assistance award;
2. Employment within the last 12 months with a different organization applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award; and/or
3. Employment with a different organization of any member of the organization employee's household or a relative with whom the organization's employee has a close personal relationship who is applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award.

E. Non-federal entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal award as a Recipient or Subrecipient.
F. Recipient means a non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term Recipient does not include Subrecipients.
G. Subrecipient means a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program, but does not include an individual who is a beneficiary of such program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

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 at https://www.ecfr.gov/on/2024-09-30/title-2/section-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 at https://www.ecfr.gov/current/title-2/section-200.339.

VI. Program or Project Specific Terms and Conditions

1. Buy America Preference under Simple Acquisition Threshold

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.
This award currently qualifies for the existing DOI general applicability small grant waiver as described at: www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently $250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non- compliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Instructions for requesting a waiver can be found on www.doi.gov/grants/buyamerica. Recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult OMB Memorandum M-24-02, *Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure*, and 2 CFR Part 184 at https://www.ecfr.gov/current/title-2/part-184, for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

2. Equipment

The approved budget includes the purchase of equipment. The recipient is required to comply with the property standards in federal financial assistance regulations at https://www.ecfr.gov/current/title-2/part-200/subject-group-ECFR8feb98c2e3e5ad2, department policies, and the terms and conditions of this Agreement.

The Recipient must request disposition instructions after the project period is complete. The Recipient shall use, manage, and dispose of the equipment purchased under this Agreement in accordance with 2 CFR 2 CFR 200.310-200.316. After the project period is complete and the fair market value of the equipment is greater than $10,000, the Recipient shall submit a request for disposition instructions in accordance with 2 CFR 200.313(e).

3. Geospatial Data

The Geospatial Data Act of 2018 outlines specific requirements for federal recipients when collecting or producing geospatial data using Department of the Interior financial assistance funds. Here's a summary of the key points:

- Due Diligence Search: Federal recipients must first check the GeoPlatform.gov list of datasets to see if the needed geospatial data, products, or services already exist.
- Use of Existing Data: If the required data is already available, recipients must use it rather than producing new data.
- Production of New Data: If the needed data is not available, recipients must produce new geospatial data, products, or services in accordance with guidance and standards established by the Federal Geospatial Data Committee (FGDC), which can be found at www.fgdc.gov.
- Submission Requirements: Recipients must submit a digital copy of all GIS data produced or collected under the award to the relevant bureau or office.
- Data Format: All GIS data files must be in an open format.

- Metadata Requirements: All delineated GIS data (such as points, lines, or polygons) should be compliant with approved open data standards and include complete feature-level metadata.

These requirements ensure that geospatial data is managed efficiently, used appropriately, and made accessible in a standardized format for future use and sharing. open data standards with complete feature level metadata.

2 CFR 1402.315 What are the requirements for availability of data?
(a) All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the Interior, including being available in a manner that is sufficient for independent verification.
(b) The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

4. Intangible Property

Title to intangible property acquired under this agreement vests upon acquisition with the Recipient, however Reclamation reserves the right to obtain, publish, reproduce, or otherwise use and authorize others to use for Federal purposes in accordance with 2 CFR Part 200.315 at https://www.ecfr.gov/current/title-2/section-200.315.

5. Liability

If the Recipient, subrecipients, or contractors use equipment, vehicles, hazardous materials or engage in high-risk activities, which have the potential for claims brought by third parties for death, bodily injury, property damage, or other loss resulting from award activities, then include this term.

a. In general, except as provided under 28 U.S.C. Chapter 171 (known as the ''Federal Tort Claims Act'') at https://uscode.house.gov/view.xhtml?path=/prelim@title28/part6/chapter171&edition=prelim, the United States shall not be liable for monetary damages of any kind for any injury arising out of an act, omission, or occurrence that arises in relation to any facility created or improved under this Agreement, the title of which is not held by the United States.

b. Tort Claims Act. Nothing in this section increases the liability of the United States beyond that provided in 28 U.S.C. Chapter 171, United States Code (commonly known as the ''Federal Tort Claims Act'').

6. Secure Water Act [P.L. 111-11, 9504(a)]

The following terms must be included at the end of Section I for all agreements which use the statutory authority of PL 111-11, 9504(a) (commonly referred to as the SECURE Water Act).

6.1 Agricultural Operations [Section 9504(a)(3)(B)]

6.1 For Tribal Organizations use this: The Recipient shall not use any associated water savings to increase the total irrigated acreage or otherwise increase the consumptive use of water more than the water right of the Indian tribe, as determined by: (a) a court decree; (b) a settlement; (c) a law; or (d) any combination of the authorities described in items (a) through (c).

6.1 For All Other Recipients use this: The Recipient shall not use any associated water savings to increase the total irrigated acreage of the Recipient or otherwise increase the consumptive use of water in the operation of the Recipient, as determined pursuant to the law of the State in which the operation of Recipient is located.

6.2 Title to Improvements [Section 9504(a)(3)(D)]

If the activities funded under this Agreement result in an infrastructure improvement to a federally owned facility, the Federal Government shall continue to hold title to the facility and improvements to the facility. An infrastructure improvement to a Federal facility is any segment of a project that results in a modification to a portion of a Federal facility that is integral to the existing operations of that facility.

The Recipient shall hold title to improvements that are not integral to the existing operations of the facility. For this Agreement, the following improvements are not considered infrastructure improvements to a Federal facility.

(1) NA

6.3 Operation and Maintenance Costs [Section 9504(a)(3)(E)(iv.)]

The non-Federal share of the cost of operating and maintaining any infrastructure improvement funded through this Agreement shall be 100 percent.

6.4 Liability [Section 9504(a)(3)(F)]

(a) IN GENERAL.—Except as provided under chapter 171 of title 28, United States Code (commonly known as the ''Federal Tort Claims Act''), the United States shall not be liable for monetary damages of any kind for any injury arising out of an act, omission, or occurrence that arises in relation to any facility created or improved under this Agreement, the title of which is not held by the United States.

(b) TORT CLAIMS ACT.—Nothing in this section increases the liability of the United States beyond that provided in chapter 171 of title 28, United States Code (commonly known as the ''Federal Tort Claims Act'').

VII. 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.

VIII. 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.