

Pure Water Project Feasibility Study
Request for Proposals



PURE WATER PROJECT
LAS VIRGENES-TRIUNFO

Bringing Our Water Full Circle

REQUEST FOR PROPOSALS

Title XVI Feasibility Study

PROPOSALS DUE by 3:00 p.m., [September 11, 2017](#)

LAS VIRGENES – TRIUNFO JOINT POWERS
AUTHORITY
4232 LAS VIRGENES ROAD
CALABASAS, CA 91302

August 2017

REQUEST FOR PROPOSALS
Las Virgenes – Triunfo Joint Powers Authority

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I. BACKGROUND INFORMATION

The Las Virgenes – Triunfo Joint Powers Authority (JPA) was formed between the Las Virgenes Municipal Water District (LVMWD) and the Triunfo Sanitation District (TSD) in 1964 to construct, operate and maintain a joint wastewater treatment system for their respective service areas, primarily within the Malibu Creek Watershed. The JPA facilities include the Tapia Water Reclamation Facility, the Rancho Las Virgenes Composting Facility, approximately 60 miles of trunk sewers and an extensive recycled water transmission and distribution system.

The majority of the recycled water is beneficially reused for irrigation of golf courses, green belts, parks and schools. However, while the supply of recycled water generally remains constant throughout the year, the demand greatly fluctuates between the summer peak and winter seasons. The excess recycled water is discharged to Malibu Creek. Increasingly stringent water quality requirements are making seasonal discharge to Malibu Creek very challenging and would trigger a significant investment in treatment at Tapia if the JPA were to continue to discharge.

The JPA went through a stakeholder driven process to consider options for regulatory compliance and selected indirect potable reuse utilizing Las Virgenes Reservoir as a preferred scenario, known as the “*Pure Water Project Las Virgenes – Triunfo*”. The stakeholder process resulted in six potential scenarios, and the JPA Board directed staff to explore Scenario No. 4, indirect potable reuse utilizing Las Virgenes Reservoir, and Scenario No. 5, repurposing Encino Reservoir for seasonal storage. These two scenarios are documented in the September 2016 Basis of Design Report (BODR). At the August 2016 meeting, the Board selected indirect potable reuse utilizing Las Virgenes Reservoir as the preferred scenario. A new Advanced Water Treatment Plant (AWT) would produce purified water that would be discharged to Las Virgenes Reservoir for surface water augmentation. The resulting brine from the AWT would be discharged to the Calleguas Municipal Water District’s Salinity Management Pipeline¹. Recent activities include the award of consulting contracts to Trussell Technologies to perform a Mixing and Dilution Study of Las Virgenes Reservoir and to Woodard Curran for a Preliminary Siting Study. These studies are currently underway.

On May 15, 2017 the JPA was awarded a Bureau of Reclamation WaterSMART grant to conduct a Title XVI Feasibility study for the Pure Water Project²³. The JPA is seeking to engage a consultant to conduct a Title XVI Feasibility Study incorporating the Mixing and Dilution Study and Preliminary Siting Study.

II. SCOPE OF WORK

The proposed scope of work includes the following tasks; however, the consultant should include additional tasks as necessary:

- Prepare a Title XVI Feasibility Study for the Pure Water Project following the Bureau of Reclamation Feasibility Study Directives and Standards.

¹ The Basis of Design Report is available at <http://www.lvmwd.com/home/showdocument?id=7909>
The Basis of Design Report Appendixes are available at:

<http://38.106.5.30/LVMWD/JPA-SeasonalStorage/JPA-Basis-of-Design-Report-Appendices.pdf>

² Funding Opportunity BOR-DO-17-F003

³ The grant application and draft grant agreement are attached for reference.

- Incorporate the results of the Mixing and Dilution Study and Preliminary Siting Study in the Feasibility Study.
- Engage sub-consultants as necessary to complete the scope of work.
- Attend and/or present at JPA Board meetings as necessary (assume a minimum of two.)
- Comply with WaterSMART grant requirements including but not limited to providing information for reporting purposes and formatting invoices as necessary.
- Other proposed services and tasks, as required.

III. SERVICES OR DATA PROVIDED BY DISTRICT

The District will provide the following data, access, services or resources:

- Access to the JPA/LVMWD/TSD facilities.
- Available records.
- Staff to answer questions.

IV. MINIMUM CONSULTANT QUALIFICATIONS

- The selected firm shall have staff registered as a State of California Professional Engineer.
- The District's standard Consultant Agreement is included as an attachment. The consultant shall have the ability to execute the agreement in this form
- Professional liability insurance in the amount of \$2 million.
- Proven experience on at least three recently completed projects of similar size and scope.

V. PROPOSAL REQUIREMENTS

- 1) Legal name of firm with address, telephone number and the name of at least one principal.
- 2) Project understanding and approach.
- 3) A recommended scope of work, which clearly displays an understanding of the project including a proposed schedule and a description of proposed deliverables.
- 4) Scope, names, qualifications and principals of any sub-consultants.
- 5) List of assumptions or recommended services that are not a part of the proposal.
- 6) References for three recently completed projects of similar scope, including contact person and telephone number.
- 7) Names and résumés of individual(s) proposed to perform the services, including proof of professional registrations, as appropriate.
- 8) Description of the firm's internal quality control process.
- 9) Certificate of professional liability insurance.
- 10) Cost to perform the services, a schedule of rates and any anticipated rate changes. The costs and rate schedule shall be provided in a **separate** envelope.

VI. EVALUATION CRITERIA

Proposals will be evaluated based upon the following:

- 1) A comprehensive and understandable Scope of Work.
- 2) Expertise in performing the Scope of Work.

- 3) The quality of performance on similar past projects, including those on which the proposed team has worked together.
- 4) The ability to meet time schedules and complete the work within established budgets.
- 5) The firm's history and resource capacity to perform the requested service.
- 6) The experience and qualifications of assigned personnel.
- 7) The cost of proposal.

Interviews with selected consultants maybe conducted as a part of the review process.

VII. REQUEST FOR PROPOSAL SCHEDULE

Request for Proposals	August, 2017
Pre-proposal Meetings	If requested by consultant
Proposal Due Date (3:00 p.m.)	September 11, 2017
Interviews if necessary	Week of September 25
Acceptance of Proposal (Board meeting)	October 2, 2017

Please submit three (3) physical copies and one (1) digital copy of your proposal no later than 3:00 p.m. on **September 11, 2017 by mailing or delivering them to:**

Attn: David R. Lippman, P.E.
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

The proposed fee and rate schedule shall be provided in a separate envelope.

For questions or to arrange a pre-proposal meeting please contact David R. Lippman ((818) 251-2221, dlippman@lvmwd.com) or John Zhao ((818) 251-2230), jzhao@lvmwd.com

Final Application Package for Title XVI Feasibility Study

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: 01/05/2017	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: Las Virgenes Municipal Water District		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 95-2212398	* c. Organizational DUNS: 0722800190000	
d. Address:		
* Street1: 4232 Las Virgenes Road	Street2: <input type="text"/>	
* City: Calabasas	County/Parish: <input type="text"/>	
* State: CA: California	Province: <input type="text"/>	
* Country: USA: UNITED STATES	* Zip / Postal Code: 91302-1994	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	* First Name: David	
Middle Name: W.		
* Last Name: Pedersen		
Suffix: <input type="text"/>		
Title: General Manager		
Organizational Affiliation: Las Virgenes Municipal Water District		
* Telephone Number: (818) 251-2122	Fax Number: (818) 251-2149	
* Email: dpedersen@lvmwd.com		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

D: Special District Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of the Interior, Bureau of Reclamation

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

BOR-DO-17-F003

* Title:

WaterSMART: Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program for Fiscal Year 2017

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Cities Affected.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Title XVI Feasibility Study for Pure Water Project Las Virgenes-Triunfo

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="150,000.00"/>
* b. Applicant	<input type="text" value="150,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="300,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Calabasas, CA

City of Agoura Hills, CA

City of Hidden Hills, CA

City of Westlake Village, CA

Unincorporated Los Angeles County area, CA

Unincorporated Ventura County area, CA

16. List of Congressional Districts:

District 25

District 26

District 30

District 33

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Feasibility Study Consultant	15.504	\$	\$	100,000.00	100,000.00	200,000.00
2. Study of Reservoir Hydrodynamics	15.504			50,000.00	50,000.00	100,000.00
3.						
4.						
5. Totals		\$	\$	150,000.00	150,000.00	300,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Feasibility Study Consultant	Study of Reservoir Hydrodynamics			
a. Personnel	\$ 0.00	\$ 0.00	\$	\$	
b. Fringe Benefits	0.00	0.00			
c. Travel	0.00	0.00			
d. Equipment	0.00	0.00			
e. Supplies	0.00	0.00			
f. Contractual	200,000.00	100,000.00			300,000.00
g. Construction	0.00	0.00			
h. Other	0.00	0.00			
i. Total Direct Charges (sum of 6a-6h)	200,000.00	100,000.00			\$ 300,000.00
j. Indirect Charges	0.00	0.00			
k. TOTALS (sum of 6i and 6j)	\$ 200,000.00	\$ 100,000.00	\$	\$	\$ 300,000.00
7. Program Income	\$ 0.00	\$ 0.00	\$	\$	

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Feasibility Study Consultant	\$ 100,000.00	0.00	0.00	\$	100,000.00
9. Study of Reservoir Hydrodynamics	50,000.00	0.00	0.00		50,000.00
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$ 150,000.00			\$	150,000.00

SECTION D - FORECASTED CASH NEEDS				
Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 150,000.00	\$	\$	\$ 150,000.00
14. Non-Federal	\$ 150,000.00	25,000.00	50,000.00	50,000.00
15. TOTAL (sum of lines 13 and 14)	\$ 300,000.00	\$ 25,000.00	\$ 50,000.00	\$ 200,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Feasibility Study Consultant	\$ 0.00	0.00	0.00	0.00
17. Study of Reservoir Hydrodynamics	0.00	0.00	0.00	0.00
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	
22. Indirect Charges:	
23. Remarks:	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0040), 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.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE General Manager
APPLICANT ORGANIZATION Las Virgenes Municipal Water District	DATE SUBMITTED 12/20/2016

Title XVI Feasibility Study
for Pure Water Project Las Virgenes-Triunfo

Name: David W. Pedersen
Address: 4232 Las Virgenes Road
Calabasas, CA 91302

E-mail: dpedersen@lvmwd.com
Phone Number: (818) 251-2122
Fax Number: (818) 251-2149

Project Manager: David Lippman
Address: 4232 Las Virgenes Road
Calabasas, CA 91302

E-mail: dlippman@lvmwd.com
Phone Number: (818) 251-2221
Fax Number: (818) 251-2159

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A. TECHNICAL PROPOSAL AND EVALUATION CRITERIA

I. EXECUTIVE SUMMARY

Date, applicant name, city, county, and state:

Date: December 20, 2016
Applicant: Las Virgenes Municipal Water District
City: Calabasas
County: Los Angeles County
State: California

Project summary:

The Las Virgenes Municipal Water District (LVMWD), in partnership with the Triunfo Sanitation District, is proposing a new Title XVI feasibility study for an indirect potable reuse project that would produce up to 5,151 acre-feet per year of new, local, drought-resilient water supplies. The project would enable LVMWD to capture all of its unused recycled water available during winter low irrigation demand season, purify it at a new advanced water treatment plant, and augment imported drinking water supplies stored at its existing Las Virgenes Reservoir. New regulations to support the project proposal, known as “reservoir augmentation”, are expected to be released by the State Water Resource Control Board, Division of Drinking Water in February 2017. Currently, the unused recycled water is released to Malibu Creek, which is an impaired water body and drains to the Santa Monica Bay. Recycled water is the only local water supply within the service area; there is no groundwater of sufficient quantity or quality for municipal use. Every acre foot of recycled water that is beneficially used offsets an equivalent acre foot of imported water from the State Water Project. Importing water from State Project to the service area is very energy intensive, as compared to locally purified recycled water, and places additional strains on the sensitive Sacramento-San Joaquin Bay Delta. Further, the current practice of releasing the unused recycled water to Malibu Creek contributes to impairments of the receiving waters for nutrients and benthic macroinvertebrates according to a 2013 U.S. EPA *Malibu Creek and Lagoon Total Maximum Daily Load for Sedimentation and Nutrients to Address Benthic Community Impairments*. The project proposal was developed through a collaborative, stakeholder-driven process that involved over 17 organizations with various roles in the Malibu Creek Watershed. Six conceptual alternatives were developed and evaluated by the stakeholders and indirect potable reuse via reservoir augmentation was identified as the best option to meet the project objectives. The proposed Title XVI Feasibility Study would leverage preliminary engineering studies and evaluate the amount of available recycled water, appropriate treatment methods, regulatory requirements, treatment plant siting options, pipeline alignments, reservoir hydrodynamics, environmental considerations, and estimated costs and benefits. The project will take approximately 365 calendar days to complete and will be submitted for Reclamation review by January 31, 2018.

Background data:

The Las Virgenes-Triunfo Joint Powers Authority (JPA), a partnership between LVMWD and Triunfo Sanitation District, provides wastewater treatment, biosolids composting and wholesale recycled water production for the northwestern portion of Los Angeles County and the southeastern portion of Ventura County. The population of the service area is approximately 100,000. LVMWD serves as the JPA's Administering Agent. The JPA's service area generally consists of the Malibu Creek Watershed and small portions of the Los Angeles River Watershed. Figure 1 shows the service area of the JPA. LVMWD also provides potable water service to its entire service area and Triunfo Sanitation District provides potable water service to the Oak Park portion of its service area. The new, local water supplies developed by the project would benefit the service areas of both agencies. In both cases, 100% of the potable water is imported from the State Water Project and purchased from the Metropolitan Water District of Southern California. The agencies comprising the JPA have a long history of providing recycled water in their respective service areas, serving their first customers in the early 1970s. In the case of LVMWD, 20% of its current annual water demand is met with recycled water and over 65% of all wastewater treated is used for recycled water irrigation. The recycled water is primarily used for landscape irrigation of schools, parks, streets and highway medians, property association common areas and golf courses through its extensive recycled water distribution system. Today, the JPA has an extensive investment in facilities that span two counties, making beneficial use of a resource that would otherwise go to waste. However, recycled water demands drop significantly in the cooler winter months while wastewater flows remain relatively constant. Lacking seasonal storage for the excess recycled water, the JPA releases the valuable resource to Malibu Creek, which drains to the Pacific Ocean after passing through Malibu Lagoon.

The Tapia Water Reclamation Facility (Tapia) produces tertiary-treated recycled water standards specified in Title 22 of the California Code of Regulations. Current average production of recycled water is approximately 10,000 acre-feet per year or 9.5 million gallons per day (MGD). Future annual production is estimated to increase to 13,400 acre-feet (12.0 MGD) by 2030. Current recycled water sales are approximately 6,500 acre-feet per year and estimated to increase to 8,800 acre-feet per year by 2030. Recycled water in excess of demands is discharged into Malibu Creek pursuant to Tapia's National Pollutant Discharge Elimination System (NPDES) Permit. However, recycled water discharge to Malibu Creek is prohibited from April 15th to November 15th of each year. During the discharge prohibition periods, recycled water in excess of demands is disposed of by pumping/discharge to the Los Angeles River and sprayfield application. Also, the JPA is required to release water to Malibu Creek to support endangered Southern Steelhead when streamflow drop below 2.5 cubic feet per second as measured by a County of Los Angeles stream gage.

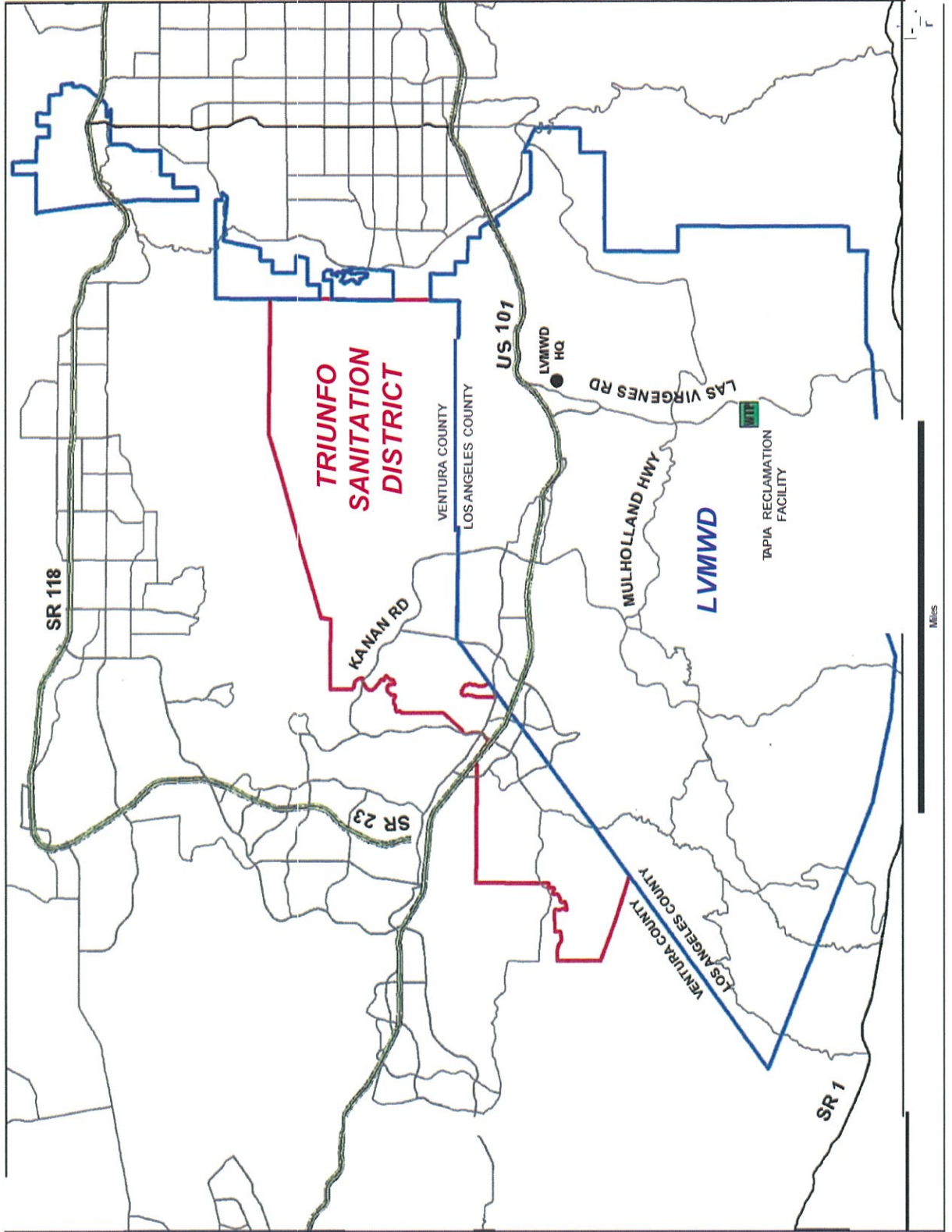


FIGURE 1: SERVICE AREA

According to the California Energy Commission, 19% of the state's electricity and more than 30% of the natural gas use (aside from what is consumed by power plants) and annually 88 million gallons of diesel fuel consumption are associated with water use and wastewater treatment¹. The California State Water Project (SWP) is the single largest energy user in the state, consuming five billion kWh per year, accounting for 2 to 3 percent of all electricity consumed in California².

The JPA members purchase 100% of their potable water from Metropolitan Water District of Southern California (MWD). The water for the region is treated at the Joseph Jensen Water Treatment Plant in Granada Hills, which is supplied with imported water from the SWP. For each acre-foot of water transported to and treated at Jensen, 4.09 MWh of electricity is consumed. For each MWh of electricity produced, an average of 0.433 tons of CO₂ is emitted, so for each acre foot of water delivered to the JPA's service area, 1.77 tons of CO₂ is emitted³. The transmission, distribution and advanced treatment of an acre foot of recycled water consumes an average of 2.05 MWh of electricity, resulting in 0.89 tons of CO₂ emitted. For every acre foot of advanced treated recycled water that replaces imported water, a reduction of 2.04 MWh of electricity and 0.88 tons of CO₂ emissions are realized. As a result, the production of 5,151 acre-feet of water through indirect potable reuse would result in an annual reduction of 10,508 MWh of electricity and 4,533 tons of CO₂ emissions.

In addition to significant reductions in energy consumption and greenhouse gas production, the project would reduce the service area's dependence on limited imported water from the State Water Project. The ongoing record-setting statewide drought in California has illustrated the importance of developing new local water supplies and reducing the need for already strained imported sources. Continuing declines in the populations of Delta Smelt and Winter-Run Chinook Salmon in the Sacramento-San Joaquin Bay Delta have highlighted the fact that the ecosystem is in distress. Further, climate change, sea level rise, seismic activity and subsidence threaten the Delta and its functionality as the hub of California's water system.

LVMWD has had several previous working relationships with Reclamation:

- a. 2002, LVMWD was part of the Project Advisory Committee for the Southern California Comprehensive Water Reclamation and Reuse Study, Phase II.
- b. 2002, Cooperative Agreement No. 01-FC-35-0038, Malibu Golf Course Recycled Water Main Extension Project.
- c. 2009, Cooperative Agreement No. R09AP35R20, American Recovery and Reinvestment Act of 2009, Mulholland Highway Recycled Water Transmission Main.
- d. 2011, Title XVI Feasibility Study for a Recycled Water Storage Reservoir

¹ California Energy Commission, *Integrated Energy Policy Report*, November 2005, CEC-100-2005-007-CMF.

² Natural Resources Defense Council, *Energy Down the Drain: The Hidden Costs of California's Water Supply*, August 2004.

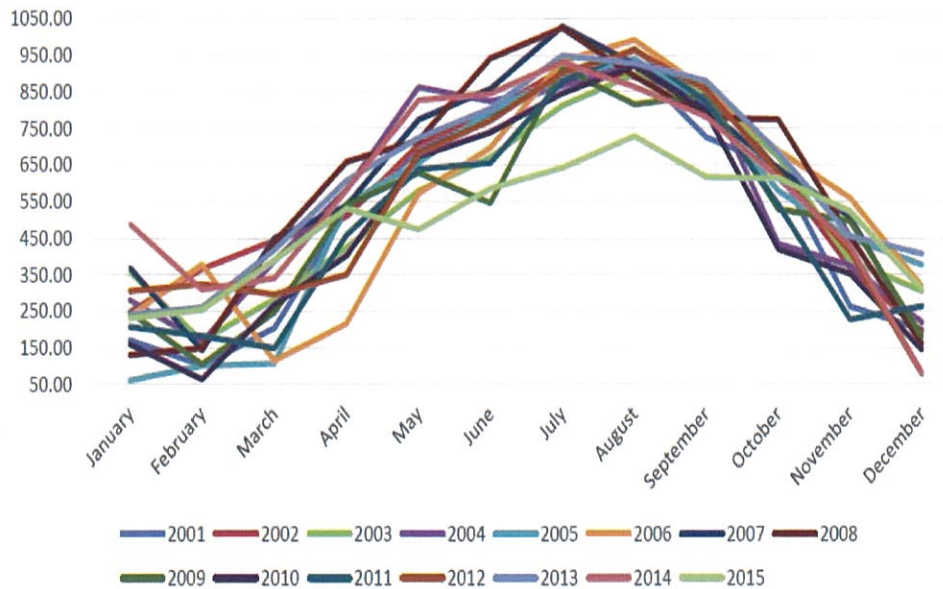
³ Calleguas Municipal Water District, *CO₂ Emissions and Imported State Project Water to Ventura County*, January 25, 2007.

II. STUDY DESCRIPTION:

The Title XVI Feasibility Study would consist of engineering studies and analyses to evaluate the amount of available excess recycled water, appropriate treatment methods, regulatory requirements for indirect potable reuse via reservoir augmentation, treatment plant siting options, pipeline alignments, reservoir hydrodynamics, environmental considerations, and estimated costs and benefits. The work would leverage existing information and preliminary analyses developed through a collaborative, stakeholder-driven process to screen six alternatives to beneficially use all of the JPA's excess recycled water.

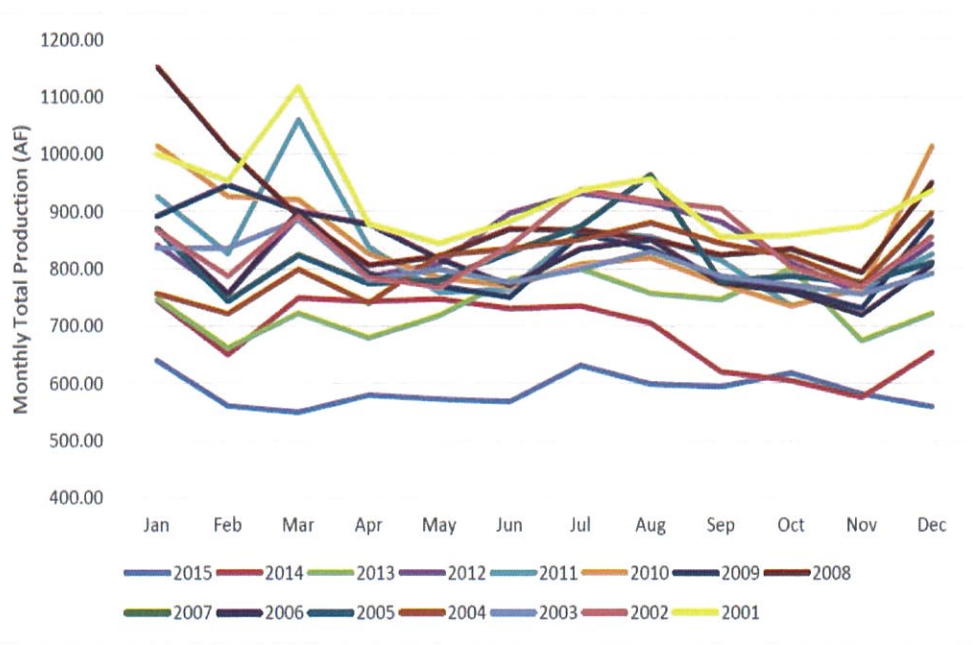
The proposed study would provide a solution to a major challenge the JPA has been working to resolve for many decades. The challenge is the seasonal imbalance in the supply and demand for recycled water. Since the majority of the District's recycled water is used for irrigation, demands are highly variable with peak demands occurring during the warm summer months. Based on recycled water demand data from a *2007 Recycled Water System Master Plan Update*, the monthly average demand during the peak summer months fluctuates from 800 to 1,000 acre-feet per month (AF/month). However, demands can drop to near zero during the cool winter months, particularly during periods of rainfall when irrigation is not required. Figure 2 illustrates the seasonal difference in recycled water demands from 2001 to 2015.

Figure 2: Monthly Recycled Water Demands



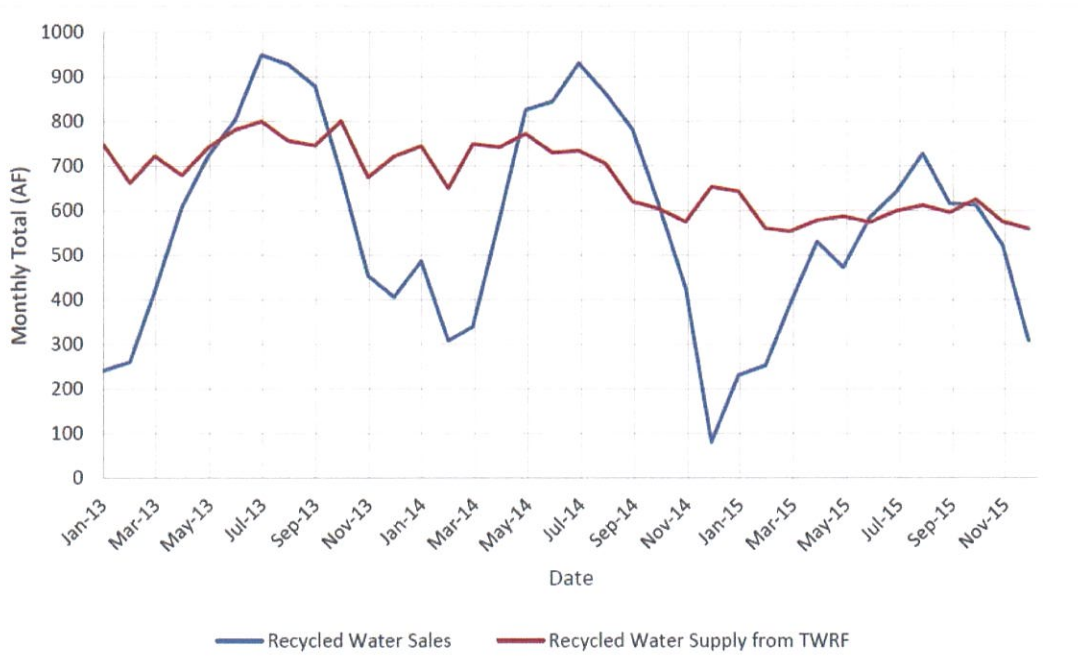
The daily supply of recycled water produced by Tapia is fairly constant. On occasion, the influent flow varies significantly, primarily due to infiltration and inflow during and after rain. In the past, these influences have doubled the daily flows at the treatment plant during winter storm events; however, these increased flows drop back down to normal within a few days. Historically, Tapia has produced an average of approximately 9.5 MGD of recycled water, but recent average flows are lower due to significant indoor water conservation associated with response to the on-going statewide drought. Flows are expected to return to near historical levels in the future. Figure 3 illustrates the long-term monthly average volume of recycled water produced by Tapia from 2001 to 2015.

Figure 3: Monthly Volume (AF) of Recycled Water Produced



With only minimal operational storage for recycled water (no seasonal storage), the excess recycled water cannot be retained during the winter for use in the summer. As a result, the excess recycled water is released to Malibu Creek, draining to the Pacific Ocean. Figure 4 (next page) consists of a chart comparing recycled water supply from Tapia with recycled water sales (demand) from January 2013 through November 2015. The area between the two trend lines represents the amount of excess recycled water available (winter months) and the amount of shortage (summer months). The excess recycled water is released to Malibu Creek. The project would enable the JPA to fully utilize the excess recycled water, treat it at a new advanced water treatment plant and supplement potable supplies stored at Las Virgenes Reservoir. In turn, the JPA's member agencies would be able to offset their purchases of imported water by an equivalent amount.

Figure 4: Monthly Volume (AF) of Recycled Water Produced and Sold



The amount of excess recycled water available for advanced treatment and potable reuse is an important element of the project. Table 1 provides a summary of the key data and assumptions to determine that the project is expected to yield between 3,681 AF and 5,151 AF of new water supply by 2035, after accounting for an estimated 15% loss for brine waste.

Table 1: Net Available New Water Supply

Scenario 4					
Year	Supply (AF)	Supply plus Average Calculated Imported Supplement (AF)	Demand* (AF)	Gross Available Recycled Water (AF)	Net Available Recycled Water (15% brine loss) (AF)
2016	7,060 – 9,363	7,347 – 9,650	6,547	800 – 3,102	680 – 2,637
2035	10,590 – 12,320	10,877 – 12,607	6,547	4,330 – 6,060	3,681 – 5,151

*Based on the 2001-2015 average

The following studies, analyses and engineering plans have been completed for the project:

- a. Recycled Water Plan of Action (June 19, 2015)
- b. Recycled Water Basis of Design Report (September 2016)

The completion of a Title XVI feasibility study meets the goals of Title XVI funding objective of identifying and investigating opportunities to reclaim and reuse wastewater and to determine the feasibility of water reclamation and reuse projects. Potable reuse is the only local potable water supply within the service area and for every acre foot of recycled water that is beneficially used an equivalent acre foot of imported potable water is offset. Results will be demonstrated by decreased future purchases of imported water.

The JPA will provide non-Federal funding from its existing reserves supported by rate revenue and capacity fees.

III. EVALUATION CRITERIA:

a. Evaluation Criteria 1: Statement of problems and needs

First, the JPA has no natural water supplies within its watershed and boundaries. The JPA's member agencies are 100% dependent on imported water from Metropolitan Water District of Southern California. The JPA has built an extensive recycled water distribution system, beginning in the 1970s, and currently reuses 65% of its Title 22 recycled water from its Tapia Water Reclamation Facility for irrigation use. However, recycled water demands drop significantly in the cooler winter months while wastewater flows remain relatively constant. Lacking seasonal storage for the excess recycled water, the JPA releases the valuable resource to Malibu Creek, which drains to the Pacific Ocean after passing through Malibu Lagoon.

Second, discharge of treated effluent (recycled water) to receiving waters (Malibu Creek) is a practice that is not sustainable. Aside from the fact that the resource is too valuable to waste, increasingly stringent regulatory standards for water body impairments, particularly those for nutrients, cannot be achieved without advanced treatment. A 2013 U.S. EPA *Malibu Creek and Lagoon Total Maximum Daily Load for Sedimentation and Nutrients to Address Benthic Community Impairments* established new in-stream limits of 1.0 mg/L total nitrogen and 0.1 mg/L total phosphorous for Malibu Creek. These extremely low nutrient standards cannot be met with conventional wastewater treatment, even when producing Title 22 tertiary-treated recycled water. Advanced treatment, including dual-pass reverse osmosis, is required to meet the standards. As such, discharge of the excess recycled water to Malibu Creek is no longer a viable option absent treatment to drinking water standards.

Finally, the on-going, record-setting statewide drought has illustrated that imported water sources are not reliable. Further, continuing declines in the populations of Delta Smelt and Winter-Run Chinook Salmon in the Sacramento-San Joaquin Bay Delta have highlighted the fact that the ecosystem is in distress. Additionally, climate change, sea level rise, seismic activity and subsidence threaten the Delta and its functionality as the hub of California's water system. All these issues aside, importing water through the State Water Project is costly and energy intensive.

Development of new, local drought-resilient water supplies is desperately needed. The JPA has this opportunity to develop up to 5,151 acre-feet of new, local drought-resilient supply, while eliminating the discharge of recycled water to Malibu Creek to comply with new regulatory standards.

b. Evaluation Criteria 2: Water reclamation and reuse opportunities

1. How the feasibility study will investigate potential use for recycled water

The feasibility study will evaluate the potential use of recycled water for potable reuse via reservoir augmentation. In fact, the project concept is one of only three currently proposed in California. The others are proposed by the City of San Diego and Padre Dam Municipal Water District. As a result, it is an innovative project proposal.

The first step will be to conduct a thorough analysis of current, historical and future projected volumes of recycled water produced and consumed. The amount of excess recycled water available for potential potable reuse will be the difference between the amounts produced and consumed. The JPA maintains monthly recycled water production and sales data that can be analyzed. Additionally, the JPA completed a Recycled Water Master Plan Update in 2014 that can be used to project future supply and demand for recycled water.

Next, the JPA's recycled water system and potable water reservoir (Las Virgenes Reservoir) will be evaluated to determine if compliance with upcoming regulations for indirect potable reuse via reservoir augmentation can be accomplished. This process will require a careful review of draft regulations issued by the State Water Resources Control Board, Division of Drinking Water. The final regulations are expected to be issued in February or March 2017. Among the critical items are the volume of water to be purified, treatment process required, size of Las Virgenes Reservoir, estimated detention time, dilution factor, and reservoir hydrodynamics. Preliminary evaluation indicates that indirect potable reuse via reservoir augmentation is feasible.

2. Describe the Potential Recycled Water market

Potable reuse offers great promise because the recycled water market is drastically expanded to include potable water customers. Together, the JPA member agencies serve potable water to a population of nearly 84,000, consisting of approximately 25,000 service connection. The potable water demand for the customers is approximately 24,000 AF/year.

3. Describe the Sources of Water that will be investigated for potential reclamation

Excess recycled water that is currently discharged to Malibu Creek, draining to the Pacific Ocean, will be investigated as the source for reclamation. Tapia produces an average of 10,000 AF/year of recycled water. Currently, approximately 6,000 AF/year is beneficially reused for irrigation purposes, leaving 4,000 AF/year that is currently discharged to Malibu Creek for potential potable reuse. Additionally, future connections to the wastewater system are expected to generate additional sewage and, in turn, more reclamation opportunities.

c. Evaluation Criteria 3: Description of potential alternatives

1. Objectives of all alternatives

All alternatives evaluated with seek to address two over-arching objectives: (1) develop a new, local source of drought-resilient water supply to offset demands for imported water; and (2) effectively eliminate discharges of recycled water to Malibu Creek for compliance with new, stringent regulatory standards.

2. General description of the proposed project

The proposed project consists of indirect potable reuse that would produce up to 5,151 acre-feet per year of new, local, drought-resilient water supplies. The project would enable LVMWD to capture all of its unused recycled water available during winter low irrigation demand season, purify it at a new advanced water treatment plant, and augment imported drinking water supplies stored at its existing Las Virgenes Reservoir. The work would consist of engineering studies and analyses to evaluate the amount of available excess recycled water, appropriate treatment methods, regulatory requirements for indirect potable reuse via reservoir augmentation, treatment plant siting options, pipeline alignments, reservoir hydrodynamics, environmental considerations, and estimated costs and benefits. The study would leverage existing information and preliminary analyses developed through a collaborative, stakeholder-driven process to screen six alternatives to beneficially use all of the JPA's excess recycled water.

3. Describe alternative measure of technologies

The study will evaluate a variety of alternative treatment methodologies to achieve the necessary levels of public health required for potable reuse via reservoir augmentation. Table 2 summarizes the expected treatment process standards that would be applicable.

Table 2: Treatment Process Standards

Parameter	Criteria
Pathogen Removal	8-7-8 log removal credits (enteric virus, <i>Giardia</i> , <i>Cryptosporidium</i>) using at least three treatment barriers – if dilution is 1% advanced purified water to reservoir volume
	9-8-9 log removal credits (enteric virus, <i>Giardia</i> , <i>Cryptosporidium</i>) using at least three treatment barriers – if dilution is 10% advanced purified water to reservoir volume
Oxidation	0.5 log removal of 1,4-Dioxane, minimum
Drinking Water Standards	Meet all drinking water maximum contaminant levels (MCLs) in advanced purified water; quarterly for primary MCLs; annually for secondary MCLs

¹Based on NWRI "Final Panel Meeting Report #5: Surface Water Augmentation – IPR Criteria Review", July 2, 2015.

Reverse osmosis is generally expected to serve as the central element of a multi-barrier treatment system; however, there are a variety of options available for pretreatment and advanced oxidation. For example, ultraviolet light and hydrogen peroxide are frequently used together for advanced oxidation. Alternatively, there may be value in evaluating the use of ultraviolet light and chlorine.

Aside from the treatment methodologies, the study will evaluate reclamation options that do not involve potable reuse for comparison purposes. On such option may include re-purposing Encino Reservoir for recycled water. Encino Reservoir is owned by Los Angeles Department of Water and Power and not currently in service because of challenges meeting the requirements of the Surface Water Treatment Rule.

d. Evaluation Criteria 4: Stretching Water Supplies

1. Potential for project to reduce, postpone or eliminate new water supplies

Since the JPA's members are 100% dependent on imported water from Metropolitan Water District of Southern California for its potable water supplies, every acre foot of potable reuse will result in an acre-foot of imported potable water that is offset. Therefore, the project will permanently reduce and eliminate the need to import up to 5,151 AF annually.

2. Describe the potential to reduce or eliminate use of existing diversions from natural water courses

The JPA's members do not divert from local, natural water courses. However, the imported water purchased by the JPA's member through Metropolitan Water District of Southern California is diverted from the strained Sacramento-San Joaquin Bay Delta. Because the project is expected to reduce the need for the JPA members to purchase up to 5,150 AF of imported water, it indirectly will reduce the diversions from the Bay Delta by the same amount.

3. Describe the potential to reduce the demand on existing federal water supply facilities

The project proposal indirectly reduces demands on the Colorado River. Metropolitan Water District of Southern California has two major sources of water supply: (1) the State Water Project, and (2) the Colorado River. Operationally speaking, the JPA's members primarily receive water from the State Water Project. However, Metropolitan's system is well-integrated, so a reduction of demands on one source of supply can result in reduced strains on the other. For example, during a time of critical shortage on the Colorado River system, a reduction of 5,151 AF/year of demand on the State Water Project could free up an equivalent amount of State Water Project water for another water agency that otherwise would have received deliveries from the Colorado River.

e. Evaluation Criteria 5: Environment and Water Quality

1. Potential for improve the quality of surface or groundwater

The proposed project presents the potential opportunity to treat impaired groundwater pumped by the City of Thousand Oaks, adjacent to the JPA's service area. Because the supply of excess recycled water to be treated at the JPA's proposed advanced water treatment plant is seasonally available (only during the winter low demand period), the plant will have idle capacity during the summertime when recycled water demands are highest. The City of Thousand Oaks has been studying options to utilize high salinity groundwater that was previously unused in its service area. Among the challenges for the City are the need to build a groundwater desalter and dispose of brine waste. The JPA's advanced water treatment plant would likely be capable of treating the City's impaired groundwater when sufficient capacity is available at the plant due to the lack of excess recycled water. The treated groundwater could also be conveyed and stored at Las Virgenes Reservoir and an equivalent amount of potable water could be conveyed to the City of Thousand Oaks as an exchange. Also, the JPA is proposing to construct a brine pipeline that could be utilized to dispose of the brine waste from treating the impaired groundwater.

If deemed feasible, the treatment of impaired groundwater could increase the yield of potable water supply from the project beyond 5,151 AF.

2. Potential to improve flow conditions in a natural stream channel

The project would reduce the JPA members' demands for imported water from the State Water Project by up to 5,150 AF/year and, therefore, would improve flow conditions in the Sacramento-San Joaquin Bay Delta. Currently, the Bay Delta ecosystem is in distress, partly due to reverse flow conditions in the south Delta that draw endangered fish species such as the Delta Smelt toward pumps for both the State and Federal Water Projects.

3. Provide water for federally listed threatened species

The project could potentially provide water from two federally listed endangered species: (1) Delta Smelt, and (2) Southern Steelhead. Delta Smelt were federally listed as endangered in 1993 and recent trawls in the Sacramento-San Joaquin Bay Delta have created alarm that the species is on the brink of extinction. During certain times of the year, the Delta Smelt are drawn into the south Delta by the powerful State and Federal Water Project pumps that can generate reverse flows in the Old and Middle Rivers. Once trapped in the south Delta, the Delta Smelt are vulnerable to entrainment in the pumps and/or perish due to the lack of food sources. The project would reduce the JPA members' demands on imported State Water Project delivered from the Delta by up to 5,151 AF/year. The reduction in demand would in turn reduce pumping at the Bank Pump Plant and reduce the effect of reverse flow in the Delta that are harmful to Delta Smelt. Additionally, locally, the project could provide higher quality water for Southern Steelhead. In August 1997, the National Marine Fisheries Service listed the Southern Steelhead as a federally endangered species. Malibu Creek is currently believed to be the southern-most spawning ground where Southern Steelhead have been identified. As a result, it is critical to maintain a sufficient supply of high quality water flowing in Malibu Creek, particularly during the dry summer months, to maintain refuge areas for Southern Steelhead that fail to make the journey back to the Pacific Ocean. The JPA releases recycled water to Malibu Creek during periods of low streamflow in the summer to trim the flow to 2.5 cubic feet per second. However, concerns have emerged that nutrients in the recycled water are causing algal growth and eutrophication in Malibu Creek and Lagoon, impairing the ecosystem that supports Southern Steelhead. The proposed project, through advanced treatment of recycled water, will enable the JPA to release substantially higher quality water to Malibu Creek.

f. Evaluation Criteria 6: Legal and Institutional requirements

The project could also serve to support collaboration on technical and legal disagreements with regulatory agencies regarding the application of the

2013 U.S. EPA Malibu Creek and Lagoon Total Maximum Daily Load (TMDL) for Sedimentation and Nutrients to Address Benthic Community Impairments. The JPA has expressed significant technical concerns with the 2013 TMDL, which lead to litigation between the JPA and U.S. Environmental Protection Agency in 2013. Although the litigation remains unresolved, the proposed project offers a major step forward to implement a solution that addresses the concerns of all parties. With respect to compliance with the 2013 TMDL, the project supports the JPA in effectively eliminating discharges to Malibu Creek, which will substantially reduce nutrient loading to the impaired receiving water. From a water resource management standpoint, the project will create a new, local drought-resilient water supply. There are no legal or institutional barriers related to the availability or ownership of the excess recycled water that would interfere with the project.

g. Evaluation Criteria 7: Renewable Energy and Energy Efficiency

The JPA's members currently purchase 100% of their potable water supply from Metropolitan Water District of Southern California (MWD), which is served from the Jensen Water Treatment Plant and imported from the State Water Project. For each acre-foot of water transported to and treated at Jensen, 4.09 MWh of electricity is consumed. The transmission, distribution, and advanced treatment of an acre foot of recycled water consumes an average of 2.05 MWh of electricity. As a result, for every acre foot of advanced treated recycled water that replaces an acre foot of imported water, a reduction of 2.04 MWh of electricity is realized. Therefore, the proposed project would result in a reduction of 10,508 MWh of electricity annually.

h. Evaluation Criteria 8: Watershed Perspective

According to the Malibu Creek Watershed Council, the Malibu Creek Watershed is one of the largest discrete watersheds draining into the Santa Monica Bay. Over 90,000 residents in five cities and unincorporated areas of Los Angeles County and Ventura County, call the watershed home, as do countless plant and animal species. Some animal species, such as the Southern Steelhead, Tidewater Goby and Brown Pelican are endangered. Many others, such as the Snowy Plover and Peregrine Falcon, are threatened. Protecting this watershed is important to ensure the long-term health of the ecosystem. However, increased urbanization has resulted in water quality and quantity issues. One of the action items of the council is to reduce nutrient loading from the recycled water discharged to Malibu Creek during the low irrigation demand season. The project would effectively eliminate the discharge of recycled water, and resulting nutrient loading, to Malibu Creek. Support letters for the project were submitted by many of the major watershed stakeholders.

B. REQUIRED PERMITS OR APPROVALS:

There are no permits or approvals needed to perform the proposed feasibility study. The JPA Board of Directors would award a contract to a successful consultant to start the work.

C. STUDY BUDGET:

I. FUNDING PLAN AND LETTERS OF COMMITMENT

The adopted Fiscal Year 2016-17 JPA Budget includes \$300,000 in funding required for the proposed feasibility study. This includes \$150,000 in funding for the JPA's required match and \$150,000 in funding that would be reimbursed by Reclamation. The funds are available from the JPA's reserves. No funding is required from a source other than the JPA. The funds are immediately available; there are no time constraints on the availability of the funding. Also, there are no other contingencies associated the funding commitment.

Table 3. Summary of Non-Federal and Federal Funding Sources

FUNDING SOURCES	AMOUNT
Non Federal Entities	
1. Las Virgenes-Triunfo JPA	\$150,000
Non Federal Subtotal	\$150,000
Other Federal Entities	\$0
Other Federal Subtotal	\$0
REQUESTED RECLAMATION FUNDING	\$150,000

II. BUDGET PROPOSAL

Table 4 (next page) consists of the budget proposal.

Table 4: Budget Proposal

BUDGET ITEM DESCRIPTION	COMPUTATION		Quantity Type	TOTAL COST
	\$/Unit	Quantity		
Salaries and Wages				
Employee 1				\$0
Employee 2				\$0
Employee 3				\$0
Fringe Benefits				
Full-Time Employees				\$0
Part-Time Employees				\$0
Travel				
Trip 1				\$0
Trip 2				\$0
Equipment				
Item A				\$0
Item B				\$0
Supplies and Materials				
Item A				\$0
Item B				\$0
Contractual/Constr.				
Feasibility Study Consultant				\$200,000
Study of Reservoir Hydrodynamics				\$100,000
Other				
Other				\$0
TOTAL DIRECT COSTS				\$300,000
Indirect Costs				
Type of rate	percentage	\$base		\$0
TOTAL ESTIMATED PROJECT COSTS				\$300,000

III. BUDGET NARRATIVE

The total estimated project cost is \$300,000, which consists entirely of direct costs. The direct total direct costs are estimated to be \$300,000, consisting of two contractual service agreements that are expected to be awarded through a competitive process. The first contractual services agreement would be for the preparation of the feasibility study, in the amount of \$200,000. The second would be for the study of the reservoir hydrodynamics, in the amount of \$100,000. The two contracts are shown as being performed separately because the hydrodynamics work is specialized and requires different skills and qualification than the preparation of the feasibility study. Reservoir hydrodynamics are a critical component of the overall feasibility because the mixing and dilution of the advanced treated water must be well understood for compliance with new regulatory standards for indirect potable reuse via reservoir augmentation.

Salaries and Wages: The project manager for the feasibility study will be David Lippman, Director of Facilities and Operations. However, the cost of labor (salaries and wages) is not proposed to be utilized as agency match or reimbursed by Reclamation.

Fringe Benefits: No fringe benefits are proposed to be utilized as agency match or reimbursed by Reclamation.

Travel: No travel is proposed to be utilized as agency match or reimbursed by Reclamation.

Equipment: No equipment is proposed to be utilized as agency match or reimbursed by Reclamation.

Materials and Supplies: No materials and supplies are proposed to be utilized as agency match or reimbursed by Reclamation.

Contractual: Two contractual service agreements are expected to be awarded through a competitive process. The first contractual services agreement would be for the preparation of the feasibility study, in the amount of \$200,000. The second would be for the study of the reservoir hydrodynamics, in the amount of \$100,000. The two contracts are shown as being performed separately because the hydrodynamics work is specialized and requires different skills and qualification than the preparation of the feasibility study. Reservoir hydrodynamics are a critical component of the overall feasibility because the mixing and dilution of the advanced treated water must be well understood for compliance with new regulatory standards for indirect potable reuse via reservoir augmentation. The specific rates for the contractual services are not known at this time, but they will be reviewed for competitiveness based on comparisons with other proposals and recently completed work for similar services.

Other expenses: No other expenses are proposed to be utilized as agency match or reimbursed by Reclamation.

Indirect costs: No indirect costs are proposed to be utilized as agency match or reimbursed by Reclamation.

Total cost: The total cost of the project is estimated to be \$300,000.

APPENDIX A
LETTERS OF SUPPORT

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0044
(916) 319-2044
FAX (916) 319-2144

DISTRICT OFFICE
2301 E. DAILY STREET
SUITE 200
CAMARILLO, CA 93010
(805) 482-1904
FAX (805) 482-1274

Assembly
California Legislature



COMMITTEES
CHAIR: VETERANS AFFAIRS
ACCOUNTABILITY AND
ADMINISTRATIVE REVIEW
AGRICULTURE
HIGHER EDUCATION
JOBS, ECONOMIC DEVELOPMENT,
AND THE ECONOMY

December 14, 2016

Mr. Terry Fulp, Regional Director
U.S. Bureau of Reclamation
Lower Colorado Region
P.O. Box 61470
Boulder City, NV 89006-1470

**RE: Pure Water Project Las Virgenes-Triunfo
Support for WaterSMART Grant Application under Title XVI Water Reclamation and Reuse
Program for Fiscal Year 2017**

Dear Mr. Fulp:

This letter is to express support for the WaterSMART grant application submitted by the Las Virgenes-Triunfo Joint Powers Authority (JPA), seeking assistance for development of a Pure Water Project to further treat recycled water for indirect potable reuse.

The project proposal was developed through a collaborative, stakeholder-driven process involving over 17 organizations with various roles in the Malibu Creek Watershed. The project would consist of a multi-agency undertaking in western Los Angeles and eastern Ventura Counties to develop a new source of local water supply, improve drought resilience, and comply with stringent regulatory standards for Malibu Creek.

All potable water in the JPA's region is imported. The JPA's member agencies, Las Virgenes Municipal Water District and Triunfo Sanitation District/Oak Park Water, have worked closely with their respective communities to achieve greater water-use efficiency with significant results. They have also distributed recycled water to irrigate parks, schools, golf courses, highway landscapes and common areas of commercial and multi-family residential properties, conserving limited potable water for its highest uses. For the last several years, some 20 percent of the water delivered by the JPA agencies was recycled.

The Pure Water Project would leverage the region's investments in recycled water to further reduce its dependence on imported water, while achieving energy savings and greenhouse gas emission reductions. The project would develop up to 5,000 acre-feet of new, local water supply through advanced treatment of excess recycled water currently released to Malibu Creek during the winter low-demand period.

We respectfully request that the JPA's application be given favorable review, which would support the region in improving its water supply reliability and drought resilience.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacqui Irwin", written in a cursive style.

Jacqui Irwin
Assemblymember, AD 44

SCOTT H. QUADY, PRESIDENT
DIVISION 2

ANDRES SANTAMARIA, SECRETARY
DIVISION 4

STEVE BLOIS, DIRECTOR
DIVISION 5



THOMAS L. SLOSSON, VICE PRESIDENT
DIVISION 1

ANDY WATERS, TREASURER
DIVISION 3

SUSAN B. MULLIGAN
GENERAL MANAGER

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2100 OLSEN ROAD • THOUSAND OAKS, CALIFORNIA 91360-6800 805/526-9323 • FAX: 805/522-5730 • FAX: 805/526-3675

December 15, 2016

Mr. Terry Fulp, Regional Director
U.S. Bureau of Reclamation
Lower Colorado Region
P.O. Box 61470
Boulder City, NV 89006-1470

**Subject: Las Virgenes-Triunfo Pure Water Project
Support for WaterSMART Grant Application under Title XVI Water
Reclamation and Reuse Program for Fiscal Year 2017**

Dear Mr. Fulp:

We are writing to express support for the WaterSMART grant application submitted by the Las Virgenes-Triunfo Joint Powers Authority (JPA), seeking assistance for development of a Pure Water Project to further treat recycled water for indirect potable reuse.

The project proposal was developed through a collaborative, stakeholder-driven process involving over 17 organizations with various roles in the Malibu Creek Watershed. The project would consist of a multi-agency undertaking in western Los Angeles and eastern Ventura Counties to develop a new source of local water supply, improve drought resilience, and comply with stringent regulatory standards for Malibu Creek.

All of the potable water in the JPA's region comes from the California Water Project and must travel through the ecologically impaired Sacramento-San Joaquin Delta. In fact, the JPA's region is one of the few in Southern California that can only receive very limited quantities of Colorado River supplies. As a result, the region is more vulnerable to lengthy outages resulting from seismic damage in the Delta or along the California Aqueduct than any other.

The JPA's member agencies, Las Virgenes Municipal Water District and Triunfo Sanitation District/Oak Park Water, have worked closely with their respective communities to achieve greater water use efficiency with significant results. They have also distributed recycled water to irrigate parks, schools, golf courses, highway landscapes and common areas of commercial and multi-family residential properties, conserving limited potable water for its highest uses.

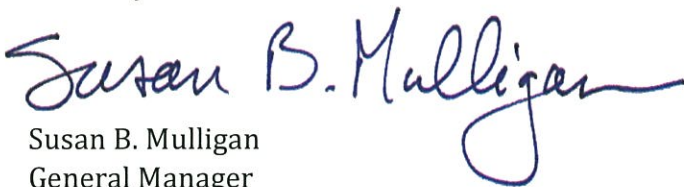
Mr. Terry Fulp
December 15, 2016
Page 2

For the last several years, approximately 20 percent of the water delivered by the JPA agencies was recycled.

The Pure Water Project would leverage the region's investments in recycled water to further reduce its dependence on imported water, while achieving energy savings and reductions in greenhouse gas emissions. The project would develop up to 5,000 acre-feet of new, local water supply through advanced treatment of excess recycled water currently released to Malibu Creek during the winter low-demand period.

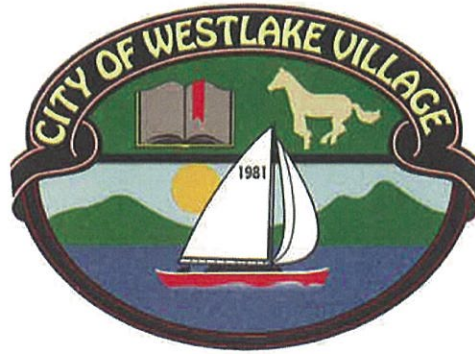
We respectfully request that the JPA's application be given favorable review, which would support the region in improving its water supply reliability and drought resilience.

Sincerely,

A handwritten signature in blue ink that reads "Susan B. Mulligan". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Susan B. Mulligan
General Manager

cc: David W. Pedersen, Administering Agent/General Manager, Las Virgenes-Triunfo JPA
Mark Norris, General Manager, Triunfo Sanitation District



BRAD HALPERN
Mayor

MARK RUTHERFORD
Mayor Pro Tem

NED E DAVIS
Councilmember

KELLY HONIG
Councilmember

SUSAN McSWEENEY
Councilmember

December 14, 2016

Mr. Terry Fulp, Regional Director
U.S. Bureau of Reclamation
Lower Colorado Region
P.O. Box 61470
Boulder City, NV 89006-1470

**RE: Pure Water Project Las Virgenes-Triunfo
Support for WaterSMART Grant Application under Title XVI Water
Reclamation and Reuse Program for Fiscal Year 2017**

Dear Mr. Fulp:

This letter is to express support for the WaterSMART grant application submitted by the Las Virgenes-Triunfo Joint Powers Authority (JPA), seeking assistance for development of a Pure Water Project to further treat recycled water for indirect potable reuse.

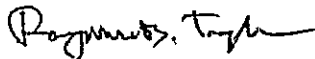
The project proposal was developed through a collaborative, stakeholder-driven process involving over 17 organizations with various roles in the Malibu Creek Watershed. The project would consist of a multi-agency undertaking in western Los Angeles and eastern Ventura Counties to develop a new source of local water supply, improve drought resilience, and comply with stringent regulatory standards for Malibu Creek.

All potable water in the JPA's region is imported. The JPA's member agencies, Las Virgenes Municipal Water District and Triunfo Sanitation District/Oak Park Water, have worked closely with their respective communities to achieve greater water-use efficiency with significant results. They have also distributed recycled water to irrigate parks, schools, golf courses, highway landscapes and common areas of commercial and multi-family residential properties, conserving limited potable water for its highest uses. For the last several years, some 20 percent of the water delivered by the JPA agencies was recycled.

The Pure Water Project would leverage the region's investments in recycled water to further reduce its dependence on imported water, while achieving energy savings and greenhouse gas emission reductions. The project would develop up to 5,000 acre-feet of new, local water supply through advanced treatment of excess recycled water currently released to Malibu Creek during the winter low-demand period.

We respectfully request that the JPA's application be given favorable review, which would support the region in improving its water supply reliability and drought resilience.

Sincerely,



Raymond B. Taylor
City Manager

cc: David W. Pedersen, Administering Agent/General Manager, Las Virgenes-Triunfo JPA



CITY *of* CALABASAS

December 15, 2016

Mr. Terry Fulp, Regional Director
U.S. Bureau of Reclamation, Lower Colorado Region
P.O. Box 61470
Boulder City, NV 89006-1470

**RE: PURE WATER PROJECT LAS VIRGENES-TRIUNFO
SUPPORT FOR WATERSMART GRANT APPLICATION UNDER TITLE XVI
WATER RECLAMATION AND REUSE PROGRAM FOR FISCAL YEAR 2017**

Dear Mr. Fulp:

This letter is to express support for the WaterSMART grant application submitted by the Las Virgenes-Triunfo Joint Powers Authority (JPA), seeking assistance for development of a Pure Water Project to further treat recycled water for indirect potable reuse.

The project proposal was developed through a collaborative, stakeholder-driven process involving over 17 organizations with various roles in the Malibu Creek Watershed. The project would consist of a multi-agency undertaking in western Los Angeles and eastern Ventura Counties to develop a new source of local water supply, improve drought resilience, and comply with stringent regulatory standards for Malibu Creek.

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100 Civic Center Way, Calabasas, CA 91302
Tel: (818) 224-1600 Fax: (818) 225-7338
<http://www.cityofcalabasas.com/>



CITY of CALABASAS

The Pure Water Project would leverage the region's investments in recycled water to further reduce its dependence on imported water, while achieving energy savings and greenhouse gas emission reductions. The project would develop up to 5,000 acre-feet of new, local water supply through advanced treatment of excess recycled water currently released to Malibu Creek during the winter low-demand period.

City of Calabasas respectfully requests that the JPA's application be given favorable review, which would support the region in improving its water supply reliability and drought resilience.

Sincerely,

Alex Farassati, Ph.D.

Environmental Services Manager

cc: David W. Pedersen, Administering Agent/General Manager, Las Virgenes-Triunfo JPA



"Gateway to the Santa Monica Mountains National Recreation Area"

December 14, 2016

Mr. Terry Fulp, Regional Director
U.S. Bureau of Reclamation
Lower Colorado Region
P.O. Box 61470
Boulder City, NV 89006-1470

**RE: Pure Water Project Las Virgenes-Triunfo
Support for WaterSMART Grant Application under Title XVI Water Reclamation and
Reuse Program for Fiscal Year 2017**

Dear Mr. Fulp:

This letter is to express the City of Agoura Hills' support for the WaterSMART grant application submitted by the Las Virgenes-Triunfo Joint Powers Authority (JPA), seeking assistance for development of a Pure Water Project to further treat recycled water for indirect potable reuse.

The project proposal was developed through a collaborative, stakeholder-driven process involving over 17 organizations with various roles in the Malibu Creek Watershed. The project would consist of a multi-agency undertaking in western Los Angeles and eastern Ventura Counties to develop a new source of local water supply, improve drought resilience, and comply with stringent regulatory standards for Malibu Creek.

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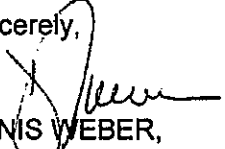
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Mr. Terry Fulp, Regional Director
U. S. Bureau of Reclamation

RE: Pure Water Project Las Virgenes-Triunfo
December 14, 2016
Page Two

We respectfully request that the JPA's application be given favorable review, which would support the region in improving its water supply reliability and drought resilience.

Sincerely,



DENIS WEBER,
Mayor, City of Agoura Hills

cc: David W. Pedersen, Administering Agent/General Manager
Las Virgenes-Triunfo Joint Powers Authority (JPA)



City of Hidden Hills

6165 Spring Valley Road • Hidden Hills, California 91302
(818) 888-9281 • Fax (818) 719-0083

December 16, 2016

Mr. Terry Fulp, Regional Director
U.S. Bureau of Reclamation
Lower Colorado Region
P.O. Box 61470
Boulder City, Nevada 89006-1470

**RE: Pure Water Project Las Virgenes-Triunfo
Support for WaterSMART Grant Application under Title XVI Water Reclamation and Reuse Program for
Fiscal Year 2017**

Dear Mr. Fulp:

This letter is to express support for the WaterSMART grant application submitted by the Las Virgenes-Triunfo Joint Powers Authority (JPA), seeking assistance for development of a Pure Water Project to further treat recycled water for indirect potable reuse.

The project proposal was developed through a collaborative, stakeholder-driven process involving over 17 organizations with various roles in the Malibu Creek Watershed. The project would consist of a multi-agency undertaking in western Los Angeles and eastern Ventura Counties to develop a new source of local water supply, improve drought resilience, and comply with stringent regulatory standards for Malibu Creek.

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We respectfully request that the JPA's application be given favorable review, which would support the region in improving its water supply reliability and drought resilience.

Sincerely,

Kerry Kallman
City Manager

cc: David W. Pedersen, Administering Agent/General Manager, Las Virgenes-Triunfo JPA

APPENDIX B
OFFICIAL RESOLUTION

RESOLUTION NO. 2504

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AGREEMENTS FOR FUNDING WITH THE UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF RECLAMATION FOR WATERSMART: DEVELOPMENT OF FEASIBILITY STUDIES UNDER THE TITLE XVI WATER RECLAMATION AND REUSE PROGRAM FOR FISCAL YEAR 2017

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT as follows:

1. Purpose

General Manager David W. Pedersen, is authorized and directed to apply for a grant under the WaterSMART Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program for Fiscal Year 2017 and enter into agreements with the United States Department of Interior Bureau of Reclamation for the grant when and if such grant is awarded. General Manager David W. Pedersen has reviewed and supports the application to be submitted for the Pure Water Project Las Virgenes – Triunfo Demonstration Project.

2. Available Funding

The District can provide in-kind contributions and funding from existing reserves, as required by the Act, for fifty percent (50%) or more of the total study costs.

3. Cooperative Agreement

The District shall cooperate with the Bureau of Reclamation to meet deadlines for entering into a cooperative agreement.

PASSED, APPROVED AND ADOPTED on January 10, 2017.

Glen Peterson, President

ATTEST:

Jay Lewitt, Secretary

(SEAL)

Approval expected on January 10, 2017 and will be forwarded to Reclamation.

APPROVED AS TO FORM:

Wayne K. Lemieux, District Counsel

Bureau of Reclamation
R17AC00096 Draft Assistance Agreement

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT**

1A. AGREEMENT NUMBER R17AC00096		1B. MOD NUMBER N/A		2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT Special District Government			
4. ISSUING OFFICE Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City, NV 89006-1470				5. RECIPIENT Las Virgenes Municipal Water District 4232 Las Virgenes Road Calabasas, CA. 91302-1994					
				EIN #:		95-2212398		County: Los Angeles	
				DUNS #:		072280019		Congress. Dist: 33	
6. GRANTS MANAGEMENT SPECIALIST Katherine Calagua Bureau of Reclamation P.O. Box 61470 Boulder City, Nevada 89006-1470 Phone: 702-293-8526; E-Mail: kcalagua@usbr.gov				7. RECIPIENT PROJECT MANAGER David Lippman Las Virgenes Municipal Water District 4232 Las Virgenes Road Calabasas, CA. 91302-1994 Phone: 818-251-2221; E-Mail: dlippman@lvmwd.com					
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Dennis Wolfe Bureau of Reclamation 27708 Jefferson Avenue, Suite 202 Temecula, CA 92590 Phone: 951-695-5310; E-Mail: dwolfe@usbr.gov				9A. INITIAL AGREEMENT EFFECTIVE DATE: See Block 17a		9B. MODIFICATION EFFECTIVE DATE: N/A			
				10. COMPLETION DATE July 31, 2018					
11A. PROGRAM STATUTORY AUTHORITY Section 1604, Title XVI of P.L. 102-575, as amended						11B. CFDA Number 15.504			
12. FUNDING INFORMATION		<u>RECIPIENT/OTHER</u>		<u>RECLAMATION</u>		13. REQUISITION NUMBER 20130159			
Total Estimated Amount of Agreement		\$329,678.00		\$150,000.00		14A. ACCOUNTING AND APPROPRIATION DATA WBS: RX.32731701.1950000 Fund: 17XR0680A1 Cost Center: RR03510000 Commitment Item: 411G0000			
This Obligation		\$329,678.00		\$150,000.00					
Previous Obligation		\$0.00		\$0.00					
Total Obligation		\$329,678.00		\$150,000.00					
Cost-Share %		50%		50%					
						14B. TREASURY ACCOUNT FUNDING SYMBOL 14X0680			
15. PROJECT TITLE Pure Water Project Las Virgenes-Triunfo Feasibility Study									
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient BY: _____ DATE: _____				17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY: _____ DATE: _____					
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER David Peterson General Manager 818-251-2122 <input type="checkbox"/> Additional signatures are attached				17b. NAME OF GRANTS OFFICER Diana Blake Gants Officer 702-293-8550					

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**Cooperative Agreement
Between
Bureau of Reclamation
And
Las Virgenes Municipal Water District
For
Pure Water Project Las Virgenes-Triunfo Feasibility Study**

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Cooperative Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as “Reclamation,” and the Las Virgenes Municipal Water District, hereinafter referred to as the “Recipient”, “Grantee,” , or “District”, pursuant to Section 1604, Title XVI of P.L. 102-575, as amended. The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

SEC. 1604. FEASIBILITY STUDIES

(a) General authority; Federal and non-Federal cost shares - The Secretary is authorized to participate with appropriate Federal, State, regional, and local authorities in studies to determine the feasibility of water reclamation and reuse projects recommended for such study pursuant to section 1603 of this title. The Federal share of the costs of such feasibility studies shall not exceed 50 per centum of the total, except that the Secretary may increase the Federal share of the costs of such feasibility study if the Secretary determines, based upon a demonstration of financial hardship on the part of the non-Federal participant, that the non-Federal participant is unable to contribute at least 50 per centum of the costs of such study. The Secretary may accept as part of the non-Federal cost share the contribution of such in-kind services by the non-Federal participant that the Secretary determines will contribute substantially toward the conduct and completion of the study.

(b) Federal share considered project costs; reimbursement - The Federal share of feasibility studies, including those described in sections 1606 and 1608 through 1610 of this title, shall be considered as project costs and shall be reimbursed in accordance with the Federal reclamation laws, if the project studied is implemented.

(c) Matters to be considered - In addition to the requirements of other Federal laws, feasibility studies conducted by the Secretary or the non-Federal project sponsor under sections of this title shall consider, among other things -

- (1) near- and long-term water demand and supplies in the study area;
- (2) all potential uses for reclaimed water;
- (3) at least two alternative measures or technologies available for water reclamation, distribution, and reuse for the project under consideration;
- (4) public health and environmental quality issues associated with use of reclaimed water;
- (5) whether development of the water reclamation and reuse measures under study would -
 - (A) reduce, postpone, or eliminate development of new or expanded water supplies,
 - (B) reduce or eliminate the use of existing diversions from natural watercourses or withdrawals from aquifers,
 - or
 - (C) reduce the demand on existing Federal water supply facilities;
- (6) the market or dedicated use for reclaimed water in the project's service area; and
- (7) the financial capability of the non-Federal project sponsor to fund its proportionate share of the project's construction costs on an annual basis.

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

The District, in partnership with the Triunfo Sanitation District, is studying the Pure Water Project Las Virgenes – Triunfo (Project), which would be an indirect potable reuse (IPR) project for reservoir augmentation which would ultimately produce up to 5,151 acre-feet per year (AFY) of new water supply. The study will determine the feasibility of the IPR Project which would enable the District to capture all of its unused recycled water available from the District's Tapia Water Reclamation Facility (Tapia) during the winter months, purify it at a new advanced water treatment plant, and augment imported potable water supplies stored at the existing Las Virgenes Reservoir. The water produced by this Project will replace water that would otherwise need to be imported from the Bay-Delta by the Metropolitan Water District of Southern California.

3. BACKGROUND AND OBJECTIVES

The Project is a partnership between the District and the Triunfo Sanitation District. The service area has a population of about 100,000, and consists of most of the Malibu Creek watershed, along with a small portion of the Los Angeles River Watershed. All of the potable water distributed by the two Districts is imported by the Metropolitan Water District. The District currently meets 20 percent of its annual water demand with recycled water, and over 65 percent of the wastewater treated at Tapia is used for recycled water irrigation. The demand for irrigation water decreases significantly during the winter months, which means that without seasonal storage facilities, the excess recycled water must be discharged to Malibu Creek. This feasibility study will determine if an IPR project could be implemented in order to treat and use the recycled water which is currently discharged, so that the District can utilize this valuable resource.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

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

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of federal funding for this agreement is \$150,000.00, of which the initial amount of federal funds available is limited to \$150,000.00, as indicated by “this obligation” within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written modifications to this agreement by a Reclamation Grants Officer.

5. SCOPE OF WORK AND MILESTONES

The District shall perform the activities necessary to prepare a complete feasibility study under the Title XVI program. The study will include numerous elements that collectively comprise a comprehensive assessment of the feasibility of the Project. The specific tasks are listed below.

Task 1 – Award consultant contract for modeling Las Virgenes Reservoir.

Task 2 – Prepare, advertise, review, and recommend RFP for feasibility study.

Task 3 – Award consultant contract for Feasibility Study.

Task 4 – Review draft modeling report.

Task 5 – Review draft feasibility study.

Task 6 – Complete modeling study and incorporate into feasibility study.

Task 7 – Complete Independent Advisory Panel Report.

Task 8 – Complete feasibility study.

Milestone / Task / Activity	Planned Completion Date
Task 1 – Award consultant contract for modeling Las Virgenes Reservoir	February 2017
Task 2 – Prepare, advertise, review, and recommend feasibility study RFP	August 2017

Task 3 – Award consultant contract for Feasibility Study	September 2017
Task 4 – Review draft modeling report	November 2017
Task 5 – Review draft feasibility study	December 2017
Task 6 – Complete modeling study and incorporate into feasibility study	January 2018
Task 7 – Complete Independent Advisory Panel Report	May 2018
Task 8 – Complete feasibility study	July 2018

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

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

6.2 Reclamation Responsibilities

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

6.2.2 Substantial involvement by Reclamation is anticipated during the performance of activities funded under this cooperative agreement. In support of this Agreement, Reclamation will be responsible for the following:

(a) Provide financial contribution not to exceed the available funding in accordance with Section I.4 (Period of Performance and Funds Availability), or 50 percent of the total project costs for the activities identified in the Scope of Work of this Agreement, whichever is less.

(b) Shall work with the Recipient as necessary to ensure that the Recipient adheres to the specified work plan and meets specified project goals as set forth in this Agreement.

(c) Shall not continue to advance funds nor award subsequent cooperative agreements to the Recipient for work on the project unless the Recipient is in full compliance with the requirements of the work plan and project goals that are included in this Agreement and has obtained Reclamation concurrence for any deviations therefrom.

(d) Shall provide scientific or administrative advice on the development of the project. Such advice will take into consideration factors such as: (1) the scientific complexities of the project;

(2) the Recipient's progress in meeting project goals; and (3) the Recipient's ability to meet the proposed time schedule.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only.

Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

BUDGET ITEM DESCRIPTION	COMPUTATION		TOTAL COST
	Price/Unit	Quantity	
SALARIES AND WAGES --Position title x hourly wage/salary x est. hours for assisted activity. Describe this information for each position.			
Not requested			
FRINGE BENEFITS – Explain the type of fringe benefits and how applied to various categories of personnel.			
Not requested			
TRAVEL —dates; location of travel; method of travel x estimated cost; who will travel			
Not requested			
EQUIPMENT —Leased Equipment use rate + hourly wage/salary x est. hours for assisted activity— Describe equipment to be purchased, unit price, # of units for all equipment to be purchased or leased for assisted activity: Do not list contractor supplied equipment here.			
Not requested			
SUPPLIES/MATERIALS --Describe all major types of supplies/materials, unit price, # of units, etc., to be used on this assisted activity.			
Not requested			
CONTRACTUAL/ CONSTRUCTION —Explain any contracts or sub-Agreements that will be awarded, why needed. Explain contractor qualifications and how the contractor will be selected.			
Reservoir modeling consultant	\$279,678	LS	\$279,678
Feasibility study consultant	\$200,000	LS	\$200,000
TOTAL DIRECT COSTS			\$479,678
INDIRECT COSTS			
Not requested			
TOTAL ESTIMATED PROJECT COST			\$479,678

FUNDING SOURCES	% TOTAL PROJECT COST	TOTAL COST BY SOURCE
RECIPIENT FUNDING	69%	\$329,678
OTHER NON-FEDERAL FUNDING		
RECLAMATION FUNDING	31%	\$150,00
OTHER FEDERAL FUNDING		-
TOTALS	100%	\$479,678

7.2 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. It is expected that 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 Grants Officer 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.

7.3 Pre-Award Incurrence of Costs

The Recipient shall be entitled to reimbursement for costs incurred on or after February 1, 2017, which if had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement. Such costs are only eligible for reimbursement or consideration for inclusion within the recipient's required share if they are deemed allocable, allowable, and reasonable to the finalized negotiated budget.

7.4 Allowable Costs (2 CFR Subpart E §200.400 through §200.475)

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

2 CFR Subpart E, "Cost Principles"

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

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 90 days following the project performance period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans (2 CFR §200.308)

In accordance with 2 CFR §200.308(c)-(e) the recipient must request prior written approval for any of the following changes:

- a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- b) Change in key personnel specified in section 8 “Key Personnel” of this agreement.
- c) Changes in the approved cost-sharing or matching outlined within this agreement in section 7.2 “Cost Share requirements”
- d) Inclusion of pre-award costs or reimbursement for pre-award costs which are not included in the initially approved budget and included in section 7.3 “Pre-Award Incurrence of Costs” of this agreement.
- e) Extensions to the Completion Date outlined in block 10 of the coversheet (form 7-2279) of this agreement.
- f) The transfer of funds between direct cost categories, functions, and activities for which the expected transfer amount is to exceed 10 percent of the total approved budget.

7.6 Modifications

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address administrative matters, such as changes in address, no-cost time extensions, changes to Reclamation Key Personnel, or the addition of previously agreed upon funding. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR §200.338.

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

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

8. KEY PERSONNEL

8.1 Recipient’s Key Personnel

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

David Lippman
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA. 91302-1994
Phone: 818-251-2221; E-Mail: dlippman@lvmwd.com

8.2 Reclamation's Key Personnel

8.2.1 Grants Officer (GO):

Diana Blake
Bureau of Reclamation
P.O. Box 61470
Boulder City, Nevada 89006-1470
Phone: 702-293-8550; E-Mail: dmlake@usbr.gov

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

8.2.2 Grants Officer Technical Representative (GOTR):

Dennis Wolfe
Bureau of Reclamation
27708 Jefferson Avenue, Suite 202
Temecula, CA 92590
Phone: 951-695-5310; E-Mail: dwolfe@usbr.gov

- (a) The GOTR's authority is limited to technical and programmatic aspects of the Agreement. The GOTR's responsibilities include, but are not limited to, the following:
- (1) Assist the Recipient, as necessary, in interpreting and carrying out the scope of work in the Agreement;

- (2) Review, and where required, approve Recipient reports and submittals as required by the Agreement;
 - (3) Where applicable, monitor the Recipient to ensure compliance with the technical requirements of the Agreement;
 - (4) Where applicable, ensure that Reclamation complies with the technical requirements of the Agreement;
- (b) The GOTR does not have the authority to and may not issue any technical assistance which:
- (1) Constitutes an assignment of additional work outside the scope of work of the Agreement;
 - (2) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or
 - (3) Changes any of the expressed terms, conditions, or specifications of the Agreement.

8.2.3 Grants Management Specialist. The Grants Management Specialist is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement.

Requests for approval regarding the terms and conditions of the agreement, including but not limited to modifications and prior approval, may only be granted, in writing, by a Reclamation Grants Officer. Please note that for some agreements, the Grants Officer and the Grants Management Specialist may be the same individual.

Katherine Calagua
Bureau of Reclamation
P.O. Box 61470
Boulder City, Nevada 89006-1470
Phone: 702-293-8526; E-Mail: pcalagua@usbr.gov

9. REPORTING REQUIREMENTS AND DISTRIBUTION

9.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR §200.338.

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

9.3 Monitoring and reporting program performance (2 CFR §200.328)

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes.

Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

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

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

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

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

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in 2 CFR §200.328(b)(2) above.

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

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 9.3 (2 CFR §200.328) above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (2 CFR §200.328) above.
Reporting Frequency	Quarterly	Final Report due upon completion of Agreement's period of performance
Reporting Period	For Quarterly Reporting: Federal fiscal quarters ending: December 31, March 31, June 30, and September 30.	Entire period of performance
Due Date*	Quarterly Reporting: Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement

First Report Due Date	The first performance report is due for reporting period ending December 31, 2017	N/A
Submit to:	Grants Officer	LCFA@usbr.gov
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Quarterly	Final Report due upon completion of Agreement's period of performance
Reporting Period	For Quarterly Reporting: Federal fiscal quarters ending: December 31, March 31, June 30, and September 30.	Entire period of performance
Due Date*	Quarterly Reporting: Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first Federal financial report is due for reporting period ending December 31, 2017	N/A
Submit to:	Grants Officer	LCFA@usbr.gov

* If the completion date is prior to the end of the next reporting period, then no interim report is due for that period. Instead, the Recipient is required only to submit the final financial and performance reports, which will cover the entire period of performance including the last abbreviated reporting period.

10. REGULATORY COMPLIANCE

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

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

construction activities, prior to receipt of written notice from Reclamation that all such clearances have been obtained, then Reclamation reserves the right to unilaterally terminate this agreement for cause.

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II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at 2 CFR Subtitle A, Chapter II, Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment. (2 CFR §200.305)

(a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302 Financial management paragraph (b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved standard governmentwide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

(3) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.207 Specific conditions, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) Use of resources before requesting cash advance payments. To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §§200.207 Specific conditions, Subpart D—Post Federal Award Requirements of this part, 200.338 Remedies for Noncompliance, or one or more of the following applies:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Guidance A-129, “Policies for Federal Credit Programs and Non-Tax Receivables.” Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.342 Effects of suspension and termination.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for the receipt, obligation and expenditure of funds.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

- (i) The non-Federal entity receives less than \$120,000 in Federal awards per year.
- (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- (iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

(9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. The remittance must be submitted as follows:

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

(iii) For International ACH Returns:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

Swift Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA

Payment Details (Line 70): Agency

Name (abbreviated when possible) and ALC Agency POC: Michelle Haney,
(301) 492-5065

(iv) For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

(v) Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

2.2 Payment Method

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement 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.

Recipients must complete enrollment in ASAP for all active financial assistance agreements with Reclamation. ASAP enrollment is specific to each Agency and Bureau; meaning, if a Recipient organization has an existing ASAP account with another Federal agency or Department of the Interior bureau, but not with Reclamation, then the Recipient must initiate and complete enrollment in ASAP under Reclamation's Agency Location Code (1425) through submission of an enrollment form found at www.usbr.gov/mso/aamd/asap.html. For information regarding ASAP enrollment, please visit www.usbr.gov/mso/aamd/asap.html, or contact the Reclamation ASAP Help Desk BOR_ASAP_Enroll@usbr.gov. Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall "Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency". If the Recipient allows their SAM registration to lapse, the Recipient's accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR§200.317 through §200.326)

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)
 - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a

more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must 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 businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

4. EQUIPMENT (2 CFR §200.313)

See also §200.439 Equipment and other capital expenditures.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

- (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
- (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
- (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
- (2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR §200.314)

See also §200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See §200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a 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.

7. AUDIT REQUIREMENTS (2 CFR Subpart F §200.501)

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR §200.338)

§200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR §200.339)

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of

partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR §1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

11. DRUG-FREE WORKPLACE (2 CFR §182 and §1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

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. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also 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.

13. 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.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15)

Trafficking in persons.

(a) *Provisions applicable to a recipient that is a private entity.*

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1400.

(b) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.

(c) *Provisions applicable to any recipient.*

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- (2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (ii) Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(d) *Definitions.* For purposes of this award term:

- (1) “Employee” means either:
 - (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) “Private entity”:

(i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

(c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 *et seq.*)

- (a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. § 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.
- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. § 4651.
- (c) Exemptions to the URA and 49 CFR Part 24
 - (1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR § 24.101(b)(1)(i)-(iv).
 - (2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:
 - (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
 - (ii) inform the owner in writing of what it believes to be the market value of the property
- (d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR § 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

The Central Contractor Registration (CCR) has been migrated to the System for Award Management (SAM). Recipients must continue to comply with the CCR requirements below by maintaining current registration within www.SAM.gov.

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 11.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.

- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b. *Reporting Total Compensation of Recipient Executives.*
1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.ccr.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. *Reporting of Total Compensation of Subrecipient Executives.*
1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards,
and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR § 52.203-17 (as referenced in 48 CFR § 3.908-9).

21. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APPENDIX XII to 2 CFR Part 200)

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered

upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

DRAFT

Consultant Agreement

CONSULTANT AGREEMENT

As of [DATE], Las Virgenes Municipal Water District, hereinafter called "Agency," and [CONSULTANT NAME], hereinafter called "Consultant," agree as follows:

1. Purpose.

Under this Agreement, Consultant shall provide [DESCRIPTION OF WORK AND FOR WHAT PROJECT].

2. Services.

The Consultant shall, in good workmanlike and professional manner, furnish the services as set forth in Exhibit "A" of this Agreement.

3. Consideration.

(a) The Agency shall compensate Consultant on a time-and-material basis, contingent on satisfactory performance of the work. The aggregate payments under this Agreement shall not exceed \$_____, as more fully described on Exhibit "A."

(b) The Consultant shall complete and submit invoices showing the dates of work, description of work performed, and amount of the invoice together with any supporting documentation. The Agency shall pay the Consultant within thirty (30) days of the receipt of an invoice.

4. Term.

(a) This Agreement shall commence on the date above written, and shall continue until completion of the services described above. The Agency may terminate or cancel this Agreement without liability to the Agency, if Consultant fails to perform or commits a substantial breach of the terms hereof.

(b) Either party may terminate this agreement on thirty (30) days written notice for any reason. If this contract is terminated by Agency without cause, Agency shall pay Consultant for work performed prior to the date the notice of termination is received by contractor. If the contract is terminated by Consultant without cause, Consultant shall reimburse Agency for additional costs to be incurred by Agency in obtaining the work from another consultant.

5. Ownership of Data, Reports, and Documents.

The Consultant shall deliver to Agency on demand or completion of the project, notes of surveys made, reports of tests made, studies, reports, plans, and other materials and documents which shall be the property of the Agency. If the Agency uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit "A," the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The Agency may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

6. Subcontracts and Assignments.

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the Agency. Except as otherwise specifically approved by Agency, Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to Agency by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between Agency and any subcontractor with respect to services under this Agreement.

Neither party hereto shall assign, sublet, or transfer interests hereunder without first obtaining written consent from the other party.

7. Independent Contractor.

The Consultant is an independent contractor and not an employee of Agency. Except as Agency may specify in writing, Consultant shall have no authority, expressed or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, expressed or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

8. Licensing. Consultant represents and declares to Agency that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to Agency that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Consultant to practice its profession.

9. Indemnification.

Consultant shall defend, indemnify, and hold harmless Agency, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents in rendering services under this Agreement. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by the agency's sole negligence, active negligence, or willful misconduct.

10. Compliance with Applicable Law.

(a) Consultant agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work under this Agreement.

(b) Consultant shall pay prevailing wages to the extent required by law, including Labor Code Section 1720.

(1) A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the Agency's offices. Should the prevailing wage rules apply to any of the work described in Exhibit A, Consultant shall post one copy of the prevailing rates of wages at the job site, and Consultant shall forfeit, as penalty to the Agency, a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than

the prevailing rates. This penalty shall be in addition to any shortfall in wages paid.

11. Insurance.

(a) Consultant shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from, or in connection with, the performance of the work hereunder by the Consultant, officers, agents, employees, or volunteers.

(b) Consultant shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis, in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide that the general aggregate limit applies separately to the work under this Agreement, or the general aggregate limit shall be twice the required per occurrence limit.

(2) Business automobile liability insurance shall be provided for all owned, non-owned, and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code and Employers Liability for \$1,000,000 per accident for bodily injury or disease. Consultant and subcontractors shall cover or insure their employees working on or about the site, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(4) Professional liability insurance covering loss resulting from errors or omissions of Consultant with a liability limit of at least \$1,000,000 per occurrence.

(c) The insurance policies required above shall contain or be endorsed to contain all of the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) Agency and its Board members, officers, employees, agents and volunteers shall be added as additional insureds.

(ii) Consultant's insurance shall be primary insurance as respects the Agency, its Board members, officers, employees, agents, and volunteers and any insurance or self-insurance maintained by Agency shall be in excess of Consultant's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to Agency, its Board members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against Agency, its Board members, officers, employees, agents, and volunteers, for any claims arising out of the work of Consultant.

(v) The policies may provide coverage that contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Agency under such policies. Consultant shall be solely responsible for deductible and/or self-insured

retention and Agency, at its option, may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of Agency.

(vi) Prior to start of work under this Agreement, Consultant shall file with Agency evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s). Should the required coverage be furnished under more than one policy of insurance, Consultant may submit as many certificates of insurance as needed to provide the required amounts.

(2) Each policy required by this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Consultant, or reduced in coverage or in limits, except after thirty (30) days written notice by certified mail, return receipt requested, has been given to the Agency, Attention: Director of Finance & Administration.

(d) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the Agency as to the use of such insurer.

(e) Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by Agency.

12. Notices.

Notices shall be deemed received when deposited in the U. S. Mail with postage prepaid and registered or certified addressed as follows, unless advising in writing to the contrary:

Las Virgenes Municipal Water District
ATTN: General Manager
4232 Las Virgenes Road
Calabasas, CA 91302

[CONSULTANT]
ATTN: THEIR PM
MAILING ADDRESS
CITY, STATE ZIP

13. Invalidity of Part Shall Not Invalidate the Whole.

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement or judicial modification of the invalid provision.

14. Attorneys' Fees.

If an action at law or in equity is brought to enforce any provision of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted to an award in the same or a subsequent proceeding, to reasonable attorneys' fees and costs.

15. Integration.

This Agreement represents the entire understanding of Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered, except in writing, signed by both parties.

16. Arbitration and Waiver of Jury Trial.

Consultant and Agency further agree as follows: In the event any dispute shall arise between the Parties to this Agreement, the same shall be resolved by arbitration conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect. Such arbitration shall be conducted at a location within Los Angeles County, California agreeable to both Parties before three (3) arbitrators who shall be selected by mutual agreement of the Parties; if agreement is not reached on the selection of arbitrators within fifteen (15) days, then each of the Parties shall select an arbitrator and the two (2) arbitrators so selected shall select a third. The provisions of the Commercial Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration except that the prevailing party shall be entitled to recover from the other party its attorney's fees and costs actually incurred in such amount as may be determined by the arbitrators.

17. Governing Law.

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
Las Virgenes Municipal Water District

APPROVED:
[Consultant]

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT "A"