

INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF PORTLAND
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
FOR
SNOTEL SITE MAINTENANCE

This Intergovernmental Agreement is by and between the City of Portland, Oregon, acting by and through its Water Bureau hereinafter (Water Bureau) and the United States Department of Agriculture (USDA), Natural Resources Conservation Service, (hereinafter "NRCS").

I. AUTHORITIES

A. For NRCS:

1. The Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590a-590f (CFDA 10.907).
2. Snow Survey and Water Supply Forecast Activities, 7 C.F.R. 612.

B. For City of Portland:

By the authority granted in Oregon Revised Statute (ORS) 190.010 a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.

II. PURPOSE:

- A. NRCS installs, operates, and maintains an extensive, automated system (SNOWpack TELEmetry or SNOTEL) designed to collect snowpack and related climatic data in the Western United States and Alaska. In 1935, NRCS, then the Soil Conservation Service, established a formal cooperative Snow Survey and Water Supply Forecasting (SS-WSF) Program to conduct snow surveys and develop accurate and reliable water supply forecasts. The SS-WSF Program has grown into a network of more than 1,200 manually-measured snow courses and over 900 automated SNOTEL stations in 13 Western States, including Alaska. The Program provides stream flow forecasts for over 740 points in the West. The data, as well as related reports and forecasts, are made available—in near real time for the automated SNOTEL sites—to private industry; to Federal, State, and local government entities; and to private citizens through an extensive Internet delivery system and other distribution channels.

- B. In March 2011, NRCS and the Water Bureau entered into an Agreement (NRCS Agreement No. 68-0436-1-021; City of Portland Contract 30001968) to continue the long term operation and maintenance of the following SNOTEL sites in the Bull Run Watershed:

1. Blazed Alder
2. North Fork Bull Run
3. South Fork Bull Run

The existing maintenance Agreement expires in September, 2015, and both parties desire renewal. This new Agreement will succeed the previous Agreement (NRCS, Agreement 68-0436-1-021 and City of Portland Contract 30001968) to ensure continued services are provided.

- C. Whereas NRCS and the Water Bureau desire to obtain continuous long term climate data within the snow zone of the surrounding area and use this data for enhanced water supply forecasting capabilities, NRCS and the Water Bureau hereby enter into this Agreement for SNOTEL Maintenance for the purpose of delineating the parties' respective roles and responsibilities in operating and maintaining the SNOTEL sites within the Bull Run Watershed as described in II.B. above. The table below summarizes the goals of this agreement.

SNOTEL SITE	Water Bureau Financial Support
Blazer Alder	Annual SNOTEL Maintenance
North Fork Bull Run	Annual SNOTEL Maintenance
South Fork Bull Run	Annual SNOTEL Maintenance

III. AGREEMENT:

A. NRCS AGREES:

1. In consideration of the promises herein, including those described in III.B., to calibrate, operate, and maintain all "standard" SNOTEL site equipment, including sensors, to assure automatic measurement of snow water content, snow depth, cumulative precipitation, and air temperature. "Standard" SNOTEL site equipment is that described on Attachment E, incorporated herein by this reference. Non-standard SNOTEL site equipment may be substituted only upon written agreement of NRCS and Water Bureau.
2. To transmit the data generated by the SNOTEL site digitally to the NRCS central computer in Portland, Oregon. The data will be provided to Water Bureau through Internet Web Based Home Pages and FTP locations, or through the Oregon Data Collection (DCO) Office in Portland, Oregon as described in Attachment C - SNOTEL data.
3. To provide Water Bureau with site plan maps, snow sample collection notes and reference materials as requested.
4. To obtain, and keep in force, all necessary permits, land use agreements, rights-of-way, and access for all sites and provide copies to Water Bureau. NRCS agrees to forward updates and renewals to Water Bureau as requested. In addition, NRCS agrees to comply with the Water Bureau policies and standard operating procedures for the Bull Run Watershed including the Bull Run Invasive Plant Protocol, the Bull Run Aquatic Invasives Protocol, the Bull Run Sanitary Facility Protocol, and Bull Run Security Access Policies and Procedures.

5. To designate the following individual as the NRCS Principal Contact:

H. Scott Oviatt
Snow Survey Supervisory Hydrologist
 1201 NE Lloyd Blvd Suite 900
 Portland, OR 97232
<mailto:scott.oviatt@or.usda.gov>
 Phone: (503) 414-3271
 Fax: (855) 651-9082

6. To accept as reimbursement in full for NRCS' undertakings described in this Agreement, the consideration stated in Section III.B. below.

B. PORTLAND WATER BUREAU AGREES:

1. To reimburse NRCS \$3,500 per site for 3 sites per year for SNOTEL site maintenance. Yearly payments will be due upon Water Bureau's receipt of an NFC-63 "Bill for Collection" as shown in the following Cost Summary and Schedule.

Table 1 – Cost Summary and Schedule

Federal Fiscal Year (FY) Period*	Portland Water Bureau Fiscal Year (FY) Period**	Payment Made by Water Bureau	Maintenance Fee
FY 2016	FY 2015-16	October 2015***	\$10,500
FY 2017	FY 2016-17	October 2016***	\$10,500
FY 2018	FY 2017-18	October 2017***	\$10,500
FY 2019	FY 2018-19	October 2018***	\$10,500
FY 2020	FY 2019-20	October 2019***	\$10,500
FY 2021	FY 2020-21	October 2020***	\$10,500
FY 2022	FY 2021-22	October 2021***	\$10,500
FY 2023	FY 2022-23	October 2022***	\$10,500
FY 2024	FY 2023-24	October 2023***	\$10,500
FY 2025	FY 2024-25	October 2024***	\$10,500
Total			\$105,000

*Federal Fiscal year runs from October 1 of the prior year through September 30 of the next year.

**City of Portland Fiscal year runs from July 1 through June 30.

***Or within 60 days if invoice received later than date specified.

Invoices shall be sent electronically to wbaps@portlandoregon.gov and shall include the City of Portland Agreement number and Project Manager for reference.

2. In the case of catastrophic event, such as fire, continuing vandalism and theft, or major component failure that might involve partial or complete damage or major replacement and which occurred other than as the result of NRCS' sole negligence, NRCS shall be under no obligation to repair or replace SNOTEL site equipment, and this Agreement shall terminate upon such event as to the affected site(s). Instead, Water Bureau and NRCS will reevaluate the program and decide on a course of action.
3. To coordinate with NRCS and cooperate with NRCS as it obtains and maintains all necessary permits, rights-of-way, and access agreements for all sites. Copies, updates and renewals will be provided as needed to the NRCS to insure both parties are in possession of current permits and access
4. To use the computer protocol and procedures as outlined in Exhibit C - SNOTEL Data Access.
5. That NRCS shall have unlimited rights in the data generated pursuant to this Agreement as described in 48 C.F.R. Part 27.404-1.

The Project Manager shall be the person identified below or other such person as may be designated by the Administrator of the Water Bureau.

Kristin Anderson

City of Portland, Water Bureau
1120 SW Fifth Avenue Room 600
(503) 823-3283
Kristin.Anderson@portlandoregon.gov

C. IT IS MUTALLY AGREED:

1. SNOTEL is a continuous, long term program designed to collect climatologic data from remote locations. A period of record greater than 10 years is essential for establishing accurate averages for water supply forecasting. It is the intent of both NRCS and Water Bureau to cooperate in maintaining and upgrading the proposed system for as long as mutually deemed appropriate and cost effective.
2. It is the intent of the NRCS and Water Bureau to fulfill their respective obligations under this Agreement. However, the Parties recognize that NRCS and Water Bureau cannot make commitments in excess of appropriated funds authorized by law or administratively made available. If NRCS or Water Bureau cannot fulfill its obligations because of lack of appropriated funds, this Agreement will automatically terminate upon receipt of written notification by NRCS or Water Bureau certifying the lack of funding.
3. This agreement may be modified only by a written revision to this Agreement upon consent of the State Conservationist, representing NRCS, and the authorized representative of Water Bureau.
4. This Cooperative Agreement and attachments contain all understandings between the parties, and there are no other agreements, understandings, or representations other than those set forth or incorporated by reference herein.
5. The effective period of this Agreement shall be from October 1, 2015 to September 30, 2025. This agreement may be terminated by either party upon ninety (90) days' written notice to the

other party. NRCS shall have a reasonable time period following termination within which to remove the equipment described in this Agreement.

6. All informational materials and/or presentations developed in whole or part under this agreement shall acknowledge their development pursuant to the partnership of the NRCS and Water Bureau. A copy of all such materials, if any, shall be provided to the NRCS, and other partners shall have the right to use, reproduce, and distribute copies of materials under this Agreement. The NRCS shall be recognized in writing as a co-sponsor of all events conducted with funding from this Agreement with a statement such as "Funding was provided by the USDA, Natural Resources Conservation Service," or similar content.
7. Each party shall be liable for the negligent acts or omissions of its own employees and agents in the course and scope of their employment.
8. By signing this Agreement, the Water Bureau, and any recipient of benefits hereunder, assures the Department of Agriculture that the program or activities provided for under this Agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
9. The furnishing of financial and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.
10. This contract is comprised of this Cooperative Agreement and the following Attachments:
 - Exhibit A - General Terms and Conditions
 - Exhibit B - Benefits of Annual Maintenance Fee
 - Exhibit C - SNOTEL Data Access

Non-Discrimination Statement

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisals, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on the dates indicated.

**U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION
SERVICE**

BY _____
RONALD ALVARADO
State Conservationist, Oregon
NRCS Authorized Representative
As designated by:
NRCS GM-130 400 B 11 E-400.11 MSD

DATE _____

PORTLAND WATER BUREAU

BY _____
DAVID G. SHAFF
City of Portland Water Bureau
Administrator

DATE _____

CITY OF PORTLAND CITY ATTORNEY

DATE _____

NRCS CONTACTS

Billing Agency Financial Contact

James Webster, Budget Analyst
1201 NE Lloyd Blvd Suite 900
Portland OR, 97232
503-414-3288
<mailto:james.webster@or.usda.gov>

PROJECT MANAGER

H. Scott Oviatt
Snow Survey Supervisory Hydrologist
Natural Resources Conservation Service
1201 NE Lloyd Blvd Suite 900
Portland, OR 97232
503-414-3271
<mailto:scott.oviatt@or.usda.gov>

PORTLAND WATER BUREAU CONTACTS

Billing Contact

City of Portland Water Bureau
Attn: Accounts Payable
1120 SW 5th Avenue, Room 609
Portland, OR 97204
503-823-7404
wbaps@portlandoregon.gov

PROJECT MANAGER

Kristin Anderson
City of Portland
Water Bureau
1120 SW Fifth Avenue Room 600
(503) 823-3283
Kristin.Anderson@portlandoregon.gov

**NATURAL RESOURCES CONSERVATION SERVICE
U.S. DEPARTMENT OF AGRICULTURE**

**GENERAL TERMS AND CONDITIONS
GRANTS AND COOPERATIVE AGREEMENTS**

I. APPLICABLE REGULATIONS

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1> and http://www.ecfr.gov/cgi-bin/textidx?SID=b5822062c34bd3e5d5fd29ca42cd080e&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.)
- (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
 - (2) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
 - (3) 7 CFR Part 3018, "New Restrictions on Lobbying"
 - (4) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - (5) 2 CFR Part 25, "Universal Identifier and Central Contractor Registration"
 - (6) 2 CFR Part 170 "Reporting Subaward and Executive Compensation Information"
- b. The recipient, and recipients of any subawards under this award, assures and certifies that it will comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-tablesearch.html#page1>.)
- (1) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
 - (2) 7 CFR Part 3018, "New Restrictions on Lobbying"
 - (3) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - (4) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
 - (5) Public Law 109-282, "Federal Funding Accountability and Transparency Act of 2006"
 - (6) 2 CFR Section 175, "Award Term for Trafficking in Persons"
- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference (the full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1> and http://www.ecfr.gov/cgi-bin/text-idx?SID=b5822062c34bd3e5d5fd29ca42cd080e&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl):
- (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"

(2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. Questions about the allowability of particular items of costs should be directed to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
 - 1. Grant or agreement number
 - 2. Narrative explaining the requested modification to the project purpose or deliverables
 - 3. A description of the revised purpose or deliverables
 - 4. Signatures of the authorized representative, project director, or both
- b. Subcontractual Arrangement.—The recipient must submit a justification for the proposed subcontractual arrangements, a statement of work to be performed, and a detailed budget for the subcontract to the NRCS administrative contact. Subcontractual arrangements disclosed in the application do not require additional postaward approval.
- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
2. Severs his or her affiliation with the grantee, the grantee's options include—
 - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
 - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
 - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
 - i. The forms and certifications included in the application package
 - ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
 - iii. An updated qualifications statement for the project director showing his or her new organizational affiliation.
 - iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.
- e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:
 - The length of additional time required to complete the project and a justification for the extension
 - A summary of progress to date
 - An estimate of funds expected to remain unobligated on the scheduled expiration date

- A projected timetable to complete the portions of the project for which the extension is being requested
- Signature of the grantee and the project director
- A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the address identified in block 8 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. FINANCIAL REPORTING

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at <http://www.forms.gov>):

Quarterly Schedule
 October 1 to December 31
 January 1 to March 31

Report Due Date
 January 31
 April 30

April 1 to June 30
July 1 to September 30

July 30
October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

- b. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VII. PERFORMANCE MONITORING AND REPORTING

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. Every 6 months the recipient must submit a written progress report. Each report must cover—
 - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
 - 2. The reasons why goals and objectives were not met, if appropriate.
 - 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 days after completion of project.

VIII. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division
Grants and Agreements Team
1400 Independence Avenue, SW.
Room 6823 South Building
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:
 - “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

X. COST-SHARING REQUIREMENTS

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
 1. Immediately notify the NRCS administrative contact of the situation.
 2. Specify the steps it plans to take to secure replacement cost sharing.

3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.
- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XI. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

XV. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

Agreement Exhibit B

**NATURAL RESOURCES CONSERVATION SERVICE
SNOTEL ANNUAL MAINTENANCE AGREEMENT****EXPLANATION OF BENEFITS
OF ANNUAL MAINTENANCE FEE****NRCS RESPONSIBILITIES:**

Normal annual maintenance of a SNOTEL site by NRCS includes one annual site visit by overland travel during the summer to: drain and recharge precipitation gage, load test transducers, test batteries & solar panels for reliability and replace any defective components. Additionally, NRCS will test the radio communications, radio components and all climatic sensors and repair or replace if defective. During the annual visit, NRCS will repair any normal winter or minor vandal damage and perform general clean up and vegetation management. The annual maintenance fee also includes database management, quality control and electronics support from the NRCS Electronic Maintenance Facility.

Although SNOTEL is a reliable operating system, unforeseen problems can arise in the natural environment. Occasionally, equipment is damaged by wildlife, storms or vandalism. NRCS will make every effort to replace damaged equipment as soon as possible, following the detection or report of a problem to a SNOTEL sensor or equipment.

NOT NRCS RESPONSIBILITIES:

Unless pre-arraigned and negotiated by signed agreement or supplements, NRCS is not responsible for required helicopter expenses for access to or installation of SNOTEL sites.

NRCS is not able to make unscheduled or emergency trips to a site to repair non-standard sensors. Maintenance of these sensors will be during regular summer visits or as the schedule allows.

In the case of catastrophic natural or human caused events such as fire, recurrent vandalism or theft, resulting in partial or complete equipment damage, the NRCS will not be held responsible. Instead, the Sponsor and the NRCS will reevaluate the program and decide on a course of action.

STANDARD SNOTEL SITE SENSORS:

The standard SNOTEL site equipment is summarized in Attachment E.

Agreement Exhibit C

SNOTEL DATA ACCESS

Natural Resources Conservation Service
Cooperative Agreement

Daily and hourly report formats are made available via Internet homepages and FTP servers at the following addresses:

1. Oregon <http://www.or.nrcs.usda.gov/snow/>
2. Washington <http://www.wa.nrcs.usda.gov/snow/>
3. <http://www.wcc.nrcs.usda.gov>
4. <ftp://ftp/wcc/nrcs.usda.gov>

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