



United States Department of the Interior

BUREAU OF RECLAMATION
Columbia-Cascades Area Office
1917 Marsh Road
Yakima, Washington 98901-2058



IN REPLY REFER TO:

CCA-1730
ADM-13.00

AUG 3 2012



Mr. Michael Benedict
Planning Director
Hood River County Community Development
309 State Street, Rm. 101
Hood River, OR 97031

Subject: Modification No. 001 to Memorandum of Agreement No. R12MA13701 – Hood River Basin Study

Dear Mr. Benedict:

Enclosed for your records is one fully executed original of the subject modification. This modification increases the cost of the Hood River Basin Study from \$400,000 to \$500,000 to be cost-shared between Reclamation and the Non-Federal Cost-Share Partners.

If you have any technical questions, please contact Ms. Wendy Christensen, Reclamation's designated contact for this agreement at 509-575-5848, extension 203 or gchristensen@usbr.gov.

Sincerely,

Becky J. Neuman
Contracts and Agreements Specialist

Enclosure

Modification No. 001
to
Memorandum of Agreement
No. R12MA13701
United States of America
Department of the Interior
Bureau of Reclamation
Columbia-Cascades Area Office
and
Hood River County, on behalf of the Hood River
Water Planning Group

Pursuant to the Terms set forth in Section VI. "Study Cost and Funding", paragraph (a), of the above referenced agreement, the parties agree to increase the Study cost from \$400,000 to \$500,000, to be cost-shared between Reclamation and the Non-Federal Cost-Share Partners. This change increases the cost share amount to \$250,000 from Reclamation and \$250,000 from the Non-Federal Cost-Share Partners.

HOOD RIVER COUNTY ON BEHALF OF THE HOOD RIVER WATER PLANNING GROUP

Signed: David Meriwether Date: 7/24/12
D.M.

Typed Name: David Meriwether

Title: County Administrator

BUREAU OF RECLAMATION
Columbia-Cascades Area Office

Signed: Gerald W. Kelso Date: 8/13/12

Typed Name: Gerald W. Kelso

Title: Area Manager

FILE COPY



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United States Department of the Interior

BUREAU OF RECLAMATION
Columbia-Cascades Area Office
1917 Marsh Road
Yakima, Washington 98901-2058



UCA-1730
ADM 13.00

APR 30 2012

Michael Benedict
Planning Director
Hood River County Community Development
309 State Street, Rm. 101
Hood River, OR 97031

Subject: Memorandum of Agreement No. R12MA13701 – Hood River Basin Study

Dear Mr. Benedict:

Enclosed for your records is one fully executed original of the subject agreement. This agreement identifies the roles and cooperative arrangement for the Hood River County and Bureau of Reclamation's participation in the Hood River Basin Study.

If you have any technical questions, please contact Ms. Wendy Christensen, Reclamation's designated contact for this agreement, at 509-575-5848 ext 203 or gchristensen@usbr.gov

Sincerely,

Becky J. Neuman
Contracts and Agreements Specialist

Enclosure



MEMORANDUM OF AGREEMENT

Between the

**HOOD RIVER COUNTY, ON BEHALF OF THE HOOD RIVER
WATER PLANNING GROUP**

And the

BUREAU OF RECLAMATION

For the

HOOD RIVER BASIN STUDY

April 2012

MEMORANDUM OF AGREEMENT
Between the
HOOD RIVER COUNTY, ON BEHALF OF THE
HOOD RIVER WATER PLANNING GROUP
and the
BUREAU OF RECLAMATION
for the
HOOD RIVER BASIN STUDY

The United States Department of the Interior, Bureau of Reclamation, and the Hood River County (HRC), on behalf of the Hood River Water Planning Group (HRWPG), agree to work collaboratively to perform the Hood River Basin Study as part of the WaterSMART Program. This Memorandum of Agreement (Agreement) establishes the terms that will guide the performance of the Hood River Basin Study. For use in this Agreement, HRC, on behalf of HRWPG, will be referred to as HRC/HRWPG.

I. Background

The Secretary of the Interior, through Reclamation, is authorized to make examinations and surveys for the development of waters under 43 U.S.C. Sec. 411 and 1511, and Reclamation has received appropriations to perform such a study for the Hood River Basin (Basin), called the Hood River Basin Study (Study). The Study is part of the Department of the Interior's WaterSMART Program, which addresses 21st Century water supply challenges such as population growth, increased competition for finite water supplies, and climate change. Moreover, as a key component of Reclamation's plan for implementing the Secure Water Act (SWA), Subtitle F of P.L. 111-11, the Study will specifically consider the risks to water supplies enumerated in Sec. 9503(b)(2) of the SWA, and the water resources impacts identified in Sec. 9503 (b)(3), to the extent applicable; and

Through the Basin Study Program, Reclamation will partner with the HRC/HRWPG to conduct a comprehensive study to define options for meeting future water demands in the Basin where imbalances in supply and demand exist or are projected. Reclamation will collaborate with HRC/HRWPG on a 50/50 cost-share basis to conduct the studies. Because this is not a financial assistance program, Reclamation's share of the study costs may only be used to support work done by Reclamation or its contractors. Reclamation may not pass funding directly through to HRC/HRWPG in the form of grants or cooperative agreements.

This does not preclude individual agency projects or funding needs, nor does it commit any agency to participate in any projects outside their jurisdictional area. [See Section XII, titled "Non-Fund Obligor Document."] This will be accomplished under the general direction of the Parties to implement activities in accordance with this Agreement, scheduled meetings, and resulting study.

II. Definitions

- A. Reclamation means the United States Department of the Interior, Bureau of Reclamation.
- B. PN Region means the Pacific Northwest Region of the Bureau of Reclamation.
- C. CCAO means the Columbia-Cascades Area Office of the Bureau of Reclamation.
- D. HRC means Hood River County.
- E. HRWPG means Hood River Water Planning Group.
- F. Non-Federal Cost-Share Partners means the Hood River Water Planning Group (HRWPG), composed of Farmers Irrigation District (FID), Middle Fork Irrigation District (MFID), East Fork Irrigation District (EFID), Ice Fountain Water District, Hood River County, HRWG, Hood River County SWCD, Confederated Tribes of the Warm Springs (CTWS), Oregon Water Resources Department, Natural Resources Conservation Service, Columbia Gorge Fruit Growers Association, and various interested citizens of Hood River County.
- G. Parties means Reclamation and each Non-Federal Cost-Share Partner referred to collectively.
- H. Party means either Reclamation or the Hood River County on behalf of the HRWPG.
- I. Stakeholder means any entity that is not Reclamation or a Non-Federal Cost-Share Partner that may provide input, data, comments, or participate in the public involvement process related to the Study. Reclamation and Non-Federal Cost-Share Partners may invite Stakeholders to Study-related meetings where their input and expertise is desired.
- J. Confidential Information means trade secrets or commercial or financial information that is privileged or confidential under the meaning of 5 U.S.C. Sec. 552(b)(4). However, this Agreement and the documents that are shared pursuant to this Agreement must comply with relevant Freedom of Information Act (FOIA) and State open records act laws.
- K. Agreement means this Memorandum of Agreement.
- L. Term of Agreement means that period set forth under Section X, Article A.
- M. Subject Invention means any invention or discovery, which is or may be patentable under Title 35 of the United States Code, conceived or first actually reduced to practice in the performance of work under this Agreement.

- N. Cost-Share means a specific percentage (%) of identified costs that are allocated to Reclamation and Non-Federal Cost-Share Partners. This may include cash or in-kind services or materials that contribute to the completion of the work task or task identified.
- O. In-Kind Services means non-cash-based donated services provided by a non-Federal entity that substantially contribute to the completion of the work task or task identified.

III. Purpose of the Study

This Study will respond to the four required study elements of the Basin Study Framework. The Study and recommended options generated by the Study for responding to water supply and demand challenges will provide specific, collaboratively developed plan components for a future Water Management Plan. Study details relative to management, scope, tasks, schedule, and budgeting are in the attached Plan of Study (Exhibit A).

The Non-Federal Cost-Share Partners acknowledge that Reclamation may utilize this Study to meet portions of the Secure Water Act (42 U.S.C. Sec. 10363).

IV. Study Approach, Expected Outcomes, and Deliverables

- A. The Study will be a collaborative effort between Reclamation and HRC to investigate the following four study objectives:
 - 1. Define current and future basin water supply and demands, with consideration of potential climate change impacts;
 - 2. Determine the potential impacts of climate change on the performance of current water delivery systems (e.g., infrastructure and operations);
 - 3. Develop options to maintain viable water delivery systems for adequate water supplies in the future; and
 - 4. Conduct an analysis and modeling scenarios of the options developed, summarize findings and make recommendations on preferred options.
- B. The Study products will be in the form of written documents or analytical tools:
 - 1. Written reports as defined in the “Plan of Study” (Exhibit A)
 - a. Informational Technical report(s): This is Task 10 in the Plan of Study and will address Tasks 5-7¹ in the Plan of Study.

¹ The specific elements to be included in the technical report(s) will be defined in the Service Agreement between the CCAO and the Regional Office.

- b. Final Basin Study Report: This is Task 12 in the Plan of Study and will address Tasks 8, 9 and 11, and will encompass the four Study objectives.
2. Analytical tools (e.g. computer-based models, spreadsheets) will be made available on CDs, websites, etc. (Task 5 of the Study Proposal)

V. Plan of Study

The Plan of Study is attached hereto and incorporated herein as Exhibit A. All Parties acknowledge that as the Study progresses additional detailed tasks will be determined as necessary. If it is determined that substantial changes or modifications to the Plan of Study are necessary, the Parties may amend Exhibit A by mutual written agreement. The Study schedule is attached as Attachment 1 of Exhibit A.

VI. Study Cost and Funding

The preliminary Study Budget by task and responsible party is attached hereto and incorporated herein as Attachment 1 of Exhibit A.

- A. The total cost of this Study is estimated to be \$400,000, to be cost-shared between Reclamation and the Non-Federal Cost-Share Partners (\$200,000 from Reclamation, \$200,000 from the Non-Federal Cost-Share Partners).
- B. Pre-Agreement costs can be allowed back to June 1, 2011. Pre-Agreement costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Agreement. HRWPG members will have their contributed time valued in accordance with provisions in "OMB-2 CFR Part 225." HRWPG members who donate their time will have their cost-share time valued by the type of work done commensurate with those people that do have a reference wage base.
- C. In the event a Non-Federal Cost-Share Partner is unable to participate due to lack of funding, that Non-Federal Cost-Share Partner shall immediately withdraw from this Agreement in accordance with Section X, Article C. In the event of a notice of withdrawal, the remaining Non-Federal Cost-Share Partners may meet and agree to alter the cash and/or in-kind services portions of their contributions to cover any lack of funding created by the withdrawal of a Non-Federal Cost-Share Partner. If such an agreement is made, the remaining Non-Federal Cost-Share Partners shall provide a written copy of their agreement to Reclamation within sixty (60) days. If an agreement is not reached within sixty (60) days, Reclamation and the remaining Non-Federal Cost-Share Partners shall meet and discuss other options that allow the Study to move forward including adjusting the Study to allow for concurrent studies to obtain the information that was to be provided by the withdrawing Non-Federal Cost-Share Partner and to ensure that the 50/50 non-Federal cost share commitment remains balanced as set forth under Section VI, Article A.

VII. Authorities

- A. Nothing in this Agreement alters the statutory authorities or any other authorities of the Non-Federal Cost-Share Partners or Reclamation. This Agreement is intended to facilitate cooperative efforts for mutual provision of services and support and technical assistance by both Parties in the conduct of meeting the objectives and scope of the Study. This Agreement does not supersede or void existing agreements between the Non-Federal Cost-Share Partner(s) and Reclamation.
- B. Reclamation's authority to enter into this Agreement:
 - 1. Reclamation Act of June 17, 1902 (ch. 1093, 32 Stat. 388; 43 U.S.C. Sec. 372, et seq.) and acts amendatory thereof and supplementary thereto.

VIII. Anti-Deficiency Act

The expenditure or contribution of any funds for the performance of any obligation of any Party under this Agreement shall be contingent upon appropriation or allotment of funds for the payment of such obligation. No liability shall accrue to any Party in case funds are not appropriated or allotted. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Sec.1341.

IX. Reports

- A. Freedom of Information Act (FOIA) Disclosures: The Parties understand and agree that all communications, including this Agreement, may be disclosed to the public in accordance with the FOIA, unless protected under any FOIA exemptions. Similarly, there are State open records act requirements that the Parties understand may require disclosure to the public in accordance with those State laws, unless protected under those State laws.
- B. Final Reports: The results of this Agreement and the science, engineering, and technology data that are collected, compiled, and evaluated under this Agreement shall be shared and mutually interchanged by Non-Federal Cost-Share Partners and Reclamation. A final Basin Study Report will be completed within 2 years of the date this Agreement is signed, summarizing all data and findings by Reclamation and the Non-Federal Cost-Share Partners. Reclamation and the Non-Federal Cost-Share Partners shall have 60 days to review the manuscript prior to submission for publication. The Basin Study Report shall acknowledge this Agreement and the contribution of each Party's personnel and any Stakeholders' contributions that are requested by Reclamation and/or the Non-Federal Cost-Share Partners. The final content of the Basin Study Report will be determined by Reclamation and the Non-Federal Cost-Share Partners.

X. Term and Termination

- A. Term: This Agreement shall take effect upon the approval of the Parties and, unless earlier terminated by the Parties, shall expire on January 31, 2014, unless amended.
- B. Amendment: If any Party desires to modify this Agreement, all Parties shall confer in good faith to determine the desirability of such modification. Such modification shall not be effective until a written amendment is signed by all Parties.
- C. Termination: Either party may terminate this Agreement for any reason, upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XI. Key Personnel

- A. Each Party shall designate key personnel for receipt of notices and other purposes under this Agreement (“Key Personnel”). The Key Personnel for each Party are listed below:

Bureau of Reclamation

Dan Church
1917 Marsh Road
Yakima, WA 98901
(509) 575-5848 ext 399

Hood River County

Mike Benedict
601 State Street
Hood River, OR 97031
(509) 541-387-6840

- B. Should a Party designate new Key Personnel during the term of this Agreement, the Party shall provide the other Parties with notice of the name of its new designated Key Personnel in accordance with Section XI.
- C. The Key Personnel are not authorized to change or interpret with authority the terms and conditions of this Agreement.

XII. Non-Fund-Obligating Document

Nothing in this Agreement shall obligate any of the Parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements or other instruments and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

XIII. General Provisions

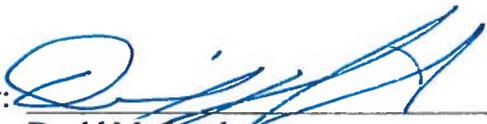
- A. **Limitations:** This Agreement sets out the Parties' intentions and objectives and does not direct or apply to any person besides the Non-Federal Cost-Share Partners and Reclamation. This Agreement is not intended to, and does not, create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by anyone against the United States, its agencies, its officers, or any person.
- B. **Assignment:** No Party has the right to assign this Agreement or any of its responsibilities hereunder.
- C. **Disputes:** Any dispute arising under this Agreement, which cannot be readily resolved, shall be submitted jointly to the Key Personnel identified in Section XI, Key Personnel. Each Party agrees to seek in good faith to resolve the issue through negotiation or other forms of nonbinding dispute resolution processes mutually acceptable to the Parties. Pending the resolution of any dispute or claim, each Party agrees that performance of all obligations shall be pursued diligently.
- D. **Waiver:** The failure of any Party to enforce any term herein shall not be deemed a waiver of any rights contained herein.
- E. **Individual Non-Federal Cost-Share Partners** may enter into separate agreements with Reclamation as may be necessary under applicable State law to implement the terms and conditions of this Agreement requiring contribution of funds.² Such agreements between Non-Federal Cost-Share Partners and Reclamation shall be consistent with the terms and conditions of this Agreement.
- F. All contractors shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- G. **Drafting Considerations:** Each Party has participated fully in the drafting, review, and revision of this Agreement, each of whom is sophisticated in the matters to which this Agreement pertains, and no Party shall be considered to be the sole drafter of this Agreement.

² The State of Oregon will enter into an agreement with Reclamation that will be consistent with Oregon fiscal rules and applicable statutes.

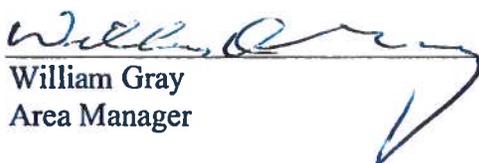
H. Officials Not To Benefit: No Member of or Delegate to the Congress, or Resident Commissioner, shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

XIV. Signature Page

HOOD RIVER COUNTY ON BEHALF OF THE HOOD RIVER WATER PLANNING GROUP

By:  _____ Date: 4/12/12
David Meriwether
County Administrator

**BUREAU OF RECLAMATION
Columbia-Cascades Area Office**

By:  _____ Date: 4/25/12
William Gray
Area Manager

