

Agenda Item: 9.

MEMORANDUM

To: Programs, Projects and Operations Subcommittee
From: Amanda Grint, Water Resources Engineer
Date: April 4, 2018
Re: Agreement with NRCS for the Regional Conservation Partnership Program for the WP1 Project

In September 2017, the District submitted a full proposal to the NRCS for funding of the West Papillion Regional Basins Number 1 (WP1) Project through the Regional Conservation Partnership Program (RCPP) and in December 2017, the District was notified that they had been selected for funding. District staff and State NRCS staff are in the process setting the project up in order to begin work. A Statement of Work between the NRCS and the Papio-Missouri River NRD is needed to outline the responsibilities of the two entities throughout the project. The proposed Statement of Work is attached for Board consideration.

The proposal requested \$6.375 million dollars and the award was \$4.419 million. The funds have been reallocated by task to match the award amount.

Staff recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed Statement of Work with the NRCS for the Papillion Creek Site WP-1 Dam subject to changes deemed necessary by the General Manager and District Legal Counsel.

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 DATE: Mar 30, 2018 12:10pm XREFS: 0171185_SIT_TOPD Site (copy) W_BORDER_WPT_71185 W_PBASE_A71185 W_PBASE_CELEBRITY_HOMES_A71185 L_PBASE_A171185 USER: lfignard



PRELIMINARY
 NOT TO BE USED FOR CONSTRUCTION
 March 30, 2018
 DATE PRINTED
 OLSSON ASSOCIATES

| REV. NO. | DATE | REVISIONS DESCRIPTION |
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| GENERAL LAYOUT | 2018 |
| PAPILLION CREEK REGIONAL DETENTION SITE WP-1 | |
| OMAHA, NEBRASKA | |

drawn by: DSL
 checked by:
 approved by:
 CA/QC by:
 project no.: A17-1185
 drawing no.:
 date: 3-29-2018

STATEMENT OF WORK

Between the

USDA Natural Resources Conservation Service (NRCS)

And

Papio-Missouri River NRD

Introduction:

This cooperative Agreement is entered into between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, henceforth named "NRCS", and the Papio-Missouri River Natural Resources District, henceforth named Papio-Missouri River NRD. NRCS and Papio-Missouri River NRD are engaged in complementary and compatible activities related to providing financial and technical assistance to agricultural and forest producers through provisions of the Regional Conservation Partnership Program (RCPP). Partnership activities include efforts to encourage conservation of natural resources through technical and financial assistance which may be provided by both parties to the agreement.

I. Authority

This Agreement is entered into in accordance with rules and statutes listed on the Notice of Award, including:

Subtitle I of Title XII of the Food Security Act of 1985 as amended by section 2401 of the Agricultural Act of 2014, (16 USC 3871 et seq.), and the Commodity Credit Corporation Charter Act (15 USC 714 et seq.)

II. Background

RCPP is a voluntary conservation program that establishes specific parameters for working with eligible partner entities to provide financial and technical assistance to producers and landowners of eligible land. The assistance provided through this cooperative agreement enables producers and landowners to install and maintain conservation activities to address priority natural resource concerns. The Secretary of Agriculture has delegated the authority for administration of RCPP to the Chief of NRCS who is Vice President of the Commodity Credit Corporation (CCC) Papio-Missouri River NRD has submitted a request for NRCS program assistance to address priority natural resource concerns in the Papillion Creek Watershed. Papio-Missouri River NRD is an eligible partner entity and meets statutory requirements of RCPP to carry out activities specified in this agreement and work with eligible program participants to help implement conservation activities on eligible lands as defined in this agreement.

NRCS is the lead Federal agency for conservation on private land. In carrying out this role, NRCS provides voluntary conservation planning, technical and financial assistance to farmers, ranchers, and other landowners to address the natural resource concerns on the Nation's private and nonfederal land.

NRCS delivers RCPP assistance through the authorities and rules of the following programs, referred to throughout this partnership agreement as “covered programs”: the Environmental Quality Incentives Program (EQIP), Conservation Stewardship Program (CSP), Agricultural Conservation Easement Program (ACEP), and Healthy Forest Reserve Program (HFRP) to eligible program participants within a defined project area. If the project area identified under this partnership agreement is within a Critical Conservation Areas (CCA) designated by the Secretary of Agriculture, then RCPP assistance within this project area may also be delivered through the authorities and rules of the Watershed Protection and Flood Prevention Act, hereafter “Watershed Authorities.”

The agreement incorporates by reference the 2017 RCPP Announcement of Program Funding (APF), principally to provide definitions and program overview items not repeated herein. Where conflicts between the APF and this agreement, or this agreement and the Partner proposal, occur this agreement shall supersede the APF and the proposal.

III. Purpose

The purpose of this agreement is to establish a partnership framework for cooperation between NRCS and Pappio-Missouri River NRD on activities that involve implementation of conservation activities on eligible lands for public and private benefits within the approved project area.

More specifically, partners agree that the principal purpose of this agreement is to address the following resource concerns in the project area:

- Excess Water
 - Runoff and Flooding
- Fish and Wildlife - Inadequate Habitat
 - Inadequate Habitat – Food
 - Inadequate Habitat - Water

IV. Responsibilities of Parties

A. NRCS will:

1. Provide on an annual basis, technical and financial assistance through the covered programs as available to eligible producers and landowners located within the approved project area. Note: NRCS reserves the right and authority to reduce or discontinue program benefits to

support this partner agreement based upon funds availability, changes in agency priorities, or inability of Papio-Missouri River NRD to deliver resources or provisions of this agreement.

ACEP, EQIP, HFRP and PL-566 contracts and agreements obligated with entities or producers as a result of this partnership agreement are assured of funding for the entire length of the approved contract or agreement; program payments will be made to participating entities or producers in accordance with programmatic criteria; and, expiration dates for those instruments correspond to the expiration dates as determined through program criteria.

2. Funding: NRCS funding allocated to this project is described in the “Table of Deliverables.” Amounts there are the maximum NRCS commitments, including the maximum “NRCS Technical Assistance for Partner Use” (Partner TA).

Of funds described in the Table of Deliverables, only the Partner TA will be obligated via this award. Financial Assistance (FA) will be set aside (as “commitments”) for potential obligation via individual contracts or agreements in accordance with applicable covered program rules and any project specific RCPP adjustments of terms. “NRCS TA for NRCS use” (NRCS TA) will be set aside for NRCS use in support of this project.

Once obligated, Partner TA shall remain available for the life of this agreement, and may be paid to the partner for eligible Technical Assistance costs included in this agreement as outlined in the Table of Deliverables and other attachments. Requests for re-imbusement for Partner TA shall be subject to NRCS determination at the time of payment application that specific payments meet these eligibility requirements. Partner TA shall be earned in accordance with applicable limitations including but not limited to those described in the General Terms and Conditions and the APF.

3. Implement and administer the covered programs to the extent possible to address identified RCPP project natural resource concerns:

NRCS covered program application processes are conducted on a continuous basis. However applications are only be funded to the extent funds are available, and in accordance with applicable covered program cycles.

NRCS shall consider recommendations from Papio-Missouri River NRD for evaluation and ranking of program applications and expeditious obligation of approved contracts and agreements for eligible producers and landowners to facilitate timely implementation of activities within the project area.

4. Provide annual review and recommendations to Papio-Missouri River NRD regarding the project to ensure success and implementation of conservation activities related to program contracts and agreements.

B. Papio-Missouri River NRD will:

1. Complete items in the Table of Deliverables. The Table of Deliverables provides the agreement record of obligation and commitment amounts.

2. In the case of specific work projects or activities that may involve funds, services, or property, Papio-Missouri River NRD and/or third party or parties will provide a “Partner Contribution” as described in the Table of Deliverables.

3. Comply with the project "Budget" which identifies other funding sources which support technical or financial resources identified in the Table of Deliverables.

4. Provide NRCS with updated estimates of the annual amount of program funding specifically needed to address identified priority natural resource concerns within the project area.

5. Provide NRCS with a list of suggested "ranking criteria" that could be used by the agency for evaluation and ranking of eligible producer program applications. The suggested criteria shall relate to the RCPP project area objectives to address priority natural resource concerns.

6. In addition to reporting requirements in “General Terms and Conditions,” the lead partner shall provide two RCPP specific progress reports annually. The RCPP specific reporting requirements are outlined in the document entitled “Additional RCPP Reporting Requirements.”

Progress reporting periods are as follows one covering progress during the first half of the federal fiscal year (October 1 thru March 31) is due April 30; a second report covering the entire fiscal year (October 1 thru September 30, due October 30 of each year). Note: Even if little or no activity occurs in the first fiscal year, both “progress” and “financial reports” are due October 30 of that calendar year. The final progress report shall be due 90 days after the end of the performance period (to align with final financial reporting requirements).

7. Provide NRCS an assessment of the project’s effects report to NRCS on the results of the project and the funds leveraged. Additionally, Papio-Missouri River NRD agrees to provide a final summary report for the entire project period of the information provided in the annual reports.

8. Acknowledge NRCS assistance in any public outreach materials or events related to activities accomplished pursuant to or in direct support of this Cooperative Agreement and provide draft copies of such information to the NRCS State office for review and comment before public release.

C. It is mutually agreed upon by both parties:

1. To cooperate in developing and implementing conservation plans that address priority natural resource concerns in the defined project area.
2. That the designated representative of Papio-Missouri River NRD and the designated representative of NRCS will cooperate to develop procedures to ensure good communication and coordination at the various levels of each organization.
3. NRCS and Papio-Missouri River NRD and their respective agencies and offices will manage their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this agreement. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
4. That nothing in this agreement shall commit either NRCS or Papio-Missouri River NRD to obligate or transfer any funds or financial assistance that NRCS may provide to eligible program participants. Specific work projects or activities that may involve the transfer of funds, services, or property among Papio-Missouri River NRD and offices of NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds or technical services. 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.
5. That Papio-Missouri River NRD is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the Papio-Missouri River NRD and third parties to carry out project activities.
6. This agreement does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.
7. NRCS selected this project through a competitive process, based in part on the contribution of resources that the lead partner and other agencies or organizations committed to the project. While RCPP requires a significant contribution of partner resources, there is no specific proportionate share required under RCPP. Therefore, in the event the lead partner or

other agencies or organizations cannot deliver the contributions of resources outlined in the Statement of Work, NRCS may reduce or discontinue its own program benefits to support this partner agreement. Alternatively, upon timely notice of the lead partner that there may be a reduction in partner contribution to the project, NRCS may determine that NRCS would have funded the project at the time of project selection with the lower level of partner contribution because of the overall project benefits, and may therefore determine that a reduction or discontinuation of NRCS program benefits is not necessary. Throughout, NRCS and the lead partner will work diligently with other agencies and organizations to explore alternative approaches to completion of the project objectives. Related requirements, including some of the information typically required to evaluate a proposed reduction in contribution are outlined in the General Terms and Conditions.

V. Expected Accomplishments and Deliverables

Deliverables are listed in the Table of Deliverables.

Physical and management measures (activities and/or easements) implemented under covered programs with NRCS assistance shall be consistent with agency policy, unless an “Adjustment of Terms” is requested and approved. Specific activities are expected to include, but not necessarily be limited to those specific deliverable items called out in the “Table of Deliverables.”

VI. Technical and Administrative Contacts

- A. NRCS State Office Technical and Administrative Contacts (Notice of Award Administrative Contact may differ):

Kevin Gustafson
Natural Resources Conservation Service
100 Centennial Mall North, RM 152
Lincoln Ne, 68508
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Kelly Klenke
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100 Centennial Mall North, RM 152
Lincoln NE, 68508
402-437-4022
Kelly.Klenke@ne.usda.gov

B. Papio-Missouri River NRD Technical and Administrative Contacts:

Amanda Grint
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VII. Duration

This agreement takes effect the date of the final signature by duly authorized NRCS and Papio-Missouri River NRD personnel and shall remain in effect for 5 years from the date of execution. This partnership agreement shall be for a period not to exceed 5 years, except that NRCS may extend the agreement one time for up to 12 months when an extension is necessary to meet the objectives of the program. Either NRCS or Papio-Missouri River NRD may terminate this agreement with a 60 day written notice to the other party. Note: Although this RCPP agreement is limited to a maximum of 5 years, NRCS program contracts and agreements with producers and landowners may extend beyond this period of time.

VIII. List of Documents

RCPP Partnership Agreement Specific Forms:

- When Partner TA will be utilized/obligated:
Statement of Work and General Terms and Conditions
or
When no Partner TA will be utilized/obligated
Memorandum of Understanding
- Table of Deliverables (and any supporting documents, fee schedules. etc.)
- Additional RCPP Reporting Requirements
- Funds Availability Form (Note: to be provided to NRCS lead state)
- Decision Template (Note: to be provided to NRCS lead state)

Agreement Number: (GASB Add Number Here)

RCPP Project Id: 1712

Additionally, NRCS adheres to applicable laws and policies in executing RCPP partnership agreements which requires additional forms and a final pre-obligation review (Note: additional form requirements are listed on GASB Program Manager/Technical Contact Submission Checklist.)