

Agenda Item: 6.

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Martin P. Cleveland, Construction Engineer

SUBJECT: Tekamah-Mud Watershed PL 566
Structures No. 5-A, 9-A, 22-A
Watershed Rehabilitation Assessments
NRCS Technical Services Agreement

DATE: October 24, 2014

In September 2014, the Board of Directors authorized the General Manager to execute project agreement for the Watershed Rehabilitation Assessments for Tekamah-Mud Watershed PL 566, Structures No. 5-A, 9-A, 22-A.

The District will be reimbursed up to \$19,750 per structure (total of \$59,250) for the assessment work by the USDA Natural Resources Conservation Service (NRCS). The District is permitted to hire a consultant or NRCS to complete the assessments.

Enclosed is a proposed agreement for NRCS services for the Watershed Rehabilitation Assessments. The NRCS designed the referenced structures in 1970-1980 period and is well suited to prepare the assessments.

Management recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute an Agreement for NRCS services for assessments of Tekamah-Mud PL 566 Watershed Structures 5-A, 9-A and 22-A with the project cost not to exceed \$59,250.

United States Department Of Agriculture



Natural Resources Conservation Service
Nebraska State Office
Federal Building, Room 152
100 Centennial Mall North
Lincoln, NE 68508-3866
(402) 437-5300

<http://www.ne.nrcs.usda.gov>

October 16, 2014

John Winkler
Papio-Missouri River NRD
8901 S 154th St #1
Omaha, NE 68138

Dear John:

Enclosed find Agreement for NRCS Services No. 65-6526-5-883 between the Papio-Missouri River Natural Resources District (NRD) and Natural Resources Conservation Service (NRCS). The Agreement is for NRCS technical services to prepare rehabilitation assessment reports for the following structures:

Tekamah-Mud 5-A (NE01690)
Tekamah-Mud 9-A (NE01552)
Tekamah-Mud 22-A (NE01597)

Please have the proper NRD official sign two copies of the agreement. Return two originally signed copies of the agreement to me. When the State Conservationist has signed the agreement, you will be provided with a fully signed copy.

Your attention is directed to paragraph V FUNDING AND PAYMENT TERMS of the agreement regarding advancement of funds to NRCS.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Margaret J. Styles".

MARGARET J. STYLES
State Administrative Officer

Enclosures

cc: Timothy Haakenstad, State Conservation Engineer, NRCS, Lincoln, NE
Kevin Gustafson, Assistant State Conservation Engineer, NRCS, Lincoln, NE
Doug Wagner, ASTC/Field Operations-East, NRCS, Lincoln, NE
Neil Jensen, District Conservationist, NRCS, Omaha, NE
Stacy Sall, Design Engineer, NRCS, Lincoln, NE

Helping People Help the Land

An Equal Opportunity Provider and Employer

Agreement No. 65-6526-5-883

Sponsor: Papio-Missouri River NRD
Watershed: Tekamah-Mud
Sites: 5-A (NE01690),
9-A (NE01552) and
22-A (NE01597)

AGREEMENT FOR NRCS SERVICES
Between the
United States Department of Agriculture
Natural Resources Conservation Service
And the
Papio-Missouri River Natural Resources District

I PUROSE

The purpose of this agreement is for the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) to provide technical assistance to the Papio-Missouri River Natural Resources District (NRD) to complete rehabilitation assessments for Tekamah-Mud Watershed, Sites 5-A (NE01690), 9-A (NE01552) and 22-A (NE01597).

II AUTHORITY

Watershed Protection and Flood Prevention Act, Public Law 83-566, 16 U.S.C. Section 1012, as amended by Section 313 of Public Law 106-472 and the Intergovernmental Cooperation Act, 31 U.S.C. Section 6505.

III STATEMENT OF WORK

A. NRCS WILL

1. Provide technical services to prepare a watershed assessment report for Tekamah-Mud Watershed, Sites 5-A (NE01690), 9-A (NE01552) and 22-A (NE01597) in accordance with policy set forth in the NRCS Title 390, National Watershed Program Manual (NWPM), Part 505, which is hereby incorporated by reference. Estimated cost to complete the assessments is \$59,250.00.
2. Designate the following individual to serve as liaison between the NRCS and the NRD.

Name: Stacy Sall
Title: Design Engineer
Address: Federal Building, Room 152
100 Centennial Mall North
Lincoln, NE 68508
Telephone No. 402-437-4041
Email: Stacy.Sall@ne.usda.gov

3. Submit a written quarterly report on the status of progress of completing the technical assistance covered by this agreement.

B. NRD WILL

1. Commit funding totaling no less than \$59,250.00 for the term of this agreement.
2. Designate the following individual to serve as liaison between the NRCS and the NRD.

Name: Martin Cleveland
Title: Construction Engineer
Address: 8901 S 154th Street
Omaha, NE 68138-3621
Telephone No. 402-444-6222
FAX No. 402-895-6543

IV PERIOD OF PERFORMANCE

This reimbursable agreement is effective when signed by all parties and expires September 30, 2015. All work shall be performed and completed within the agreement period.

V FUNDING AND PAYMENT TERMS

NRCS will submit a request for advance of funds to the NRD annually for the estimated amount to be incurred during the federal fiscal year up to September 30 of that year. Additional fund requests may occur, if needed, due to unforeseen circumstances. These costs include both salary and non-salary expenses to carry out the technical services described in this agreement. The amount to be advanced to NRCS by the NRD shall not exceed \$59,250.00. Any unused funds will be returned to the NRD after expiration of the agreement.

VI GENERAL TERMS AND CONDITIONS

- A. Each party assumes the responsibility for the actions of their staff acting within the scope of their employment to the extent provided by federal, state and local laws. NRCS is to maintain administrative control of its employees. NRCS employees shall not be considered as NRD employees or agents of that organization for any purpose of this agreement.
- B. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve to hold themselves out as representatives of the NRD. They also shall not assist with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the NRD concerning future employment and shall refrain from participation in efforts regarding such parties until approved by the NRCS.
- C. NRCS liability is limited to that provided by the Federal Tort Claims Act (28 U.S.C. 2671-80).
- D. The agreement may be amended in writing by mutual consent of the parties to this agreement.

- E. This agreement may be terminated by either party, by written notice to the other party at least 30 days in advance of the effective date of termination.
- F. The furnishing of resources provided by NRCS is contingent upon funds appropriated by Congress made administratively available, and/or authorized by law.
- G. Privacy of information relating to natural resource conservation programs will comply with state and federal statutes and relating regulations and guidelines.
- H. By signing this agreement, the NRD assures the U.S. 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.

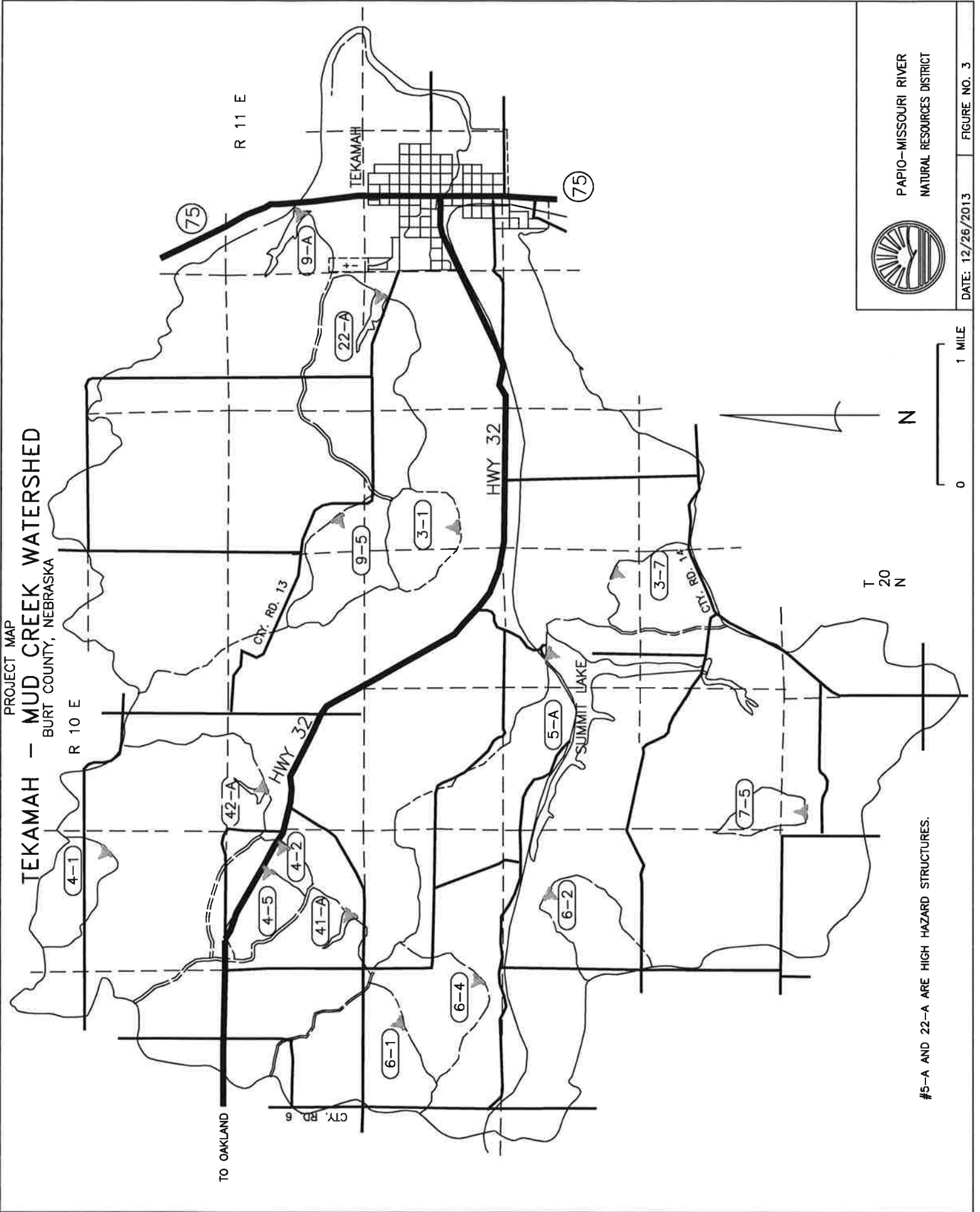
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
DUNS: 0780351850000
EIN: 470542469

By: _____
Name: _____
Title: _____
Date: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____
Name: _____
Title: _____
Date: _____

PROJECT MAP
TEKAMAH - MUD CREEK WATERSHED
 BURT COUNTY, NEBRASKA



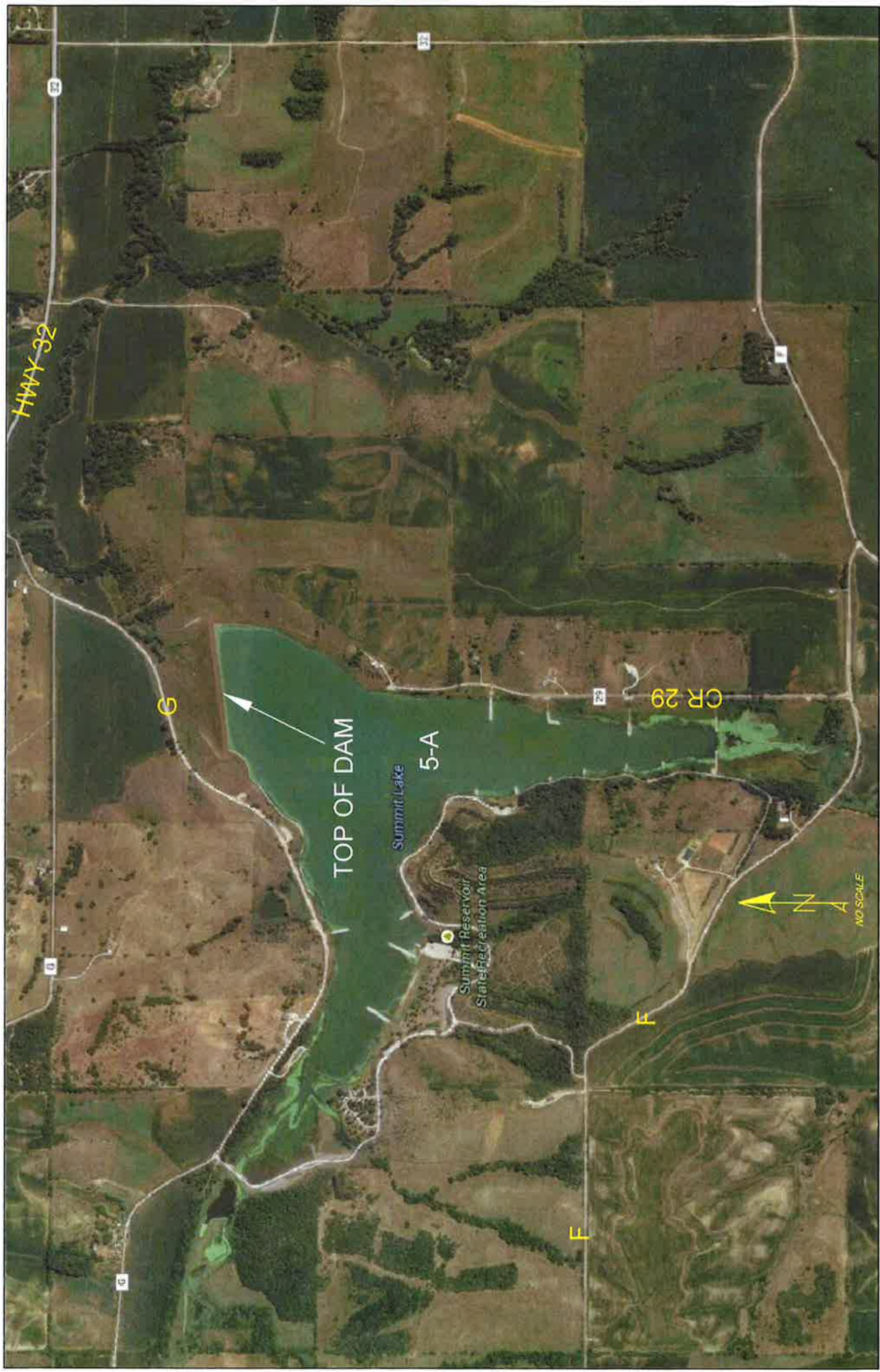
#5-A AND 22-A ARE HIGH HAZARD STRUCTURES.



PAPIO-MISSOURI RIVER
 NATURAL RESOURCES DISTRICT

DATE: 12/26/2013

FIGURE NO. 3



HWY 32

32

32

G

TOP OF DAM

Summit Lake
5-A

29

CR 29

Summit Reservoir
State Recreation Area

F

F



NO SCALE

6

6



HWY 75

HWY 75

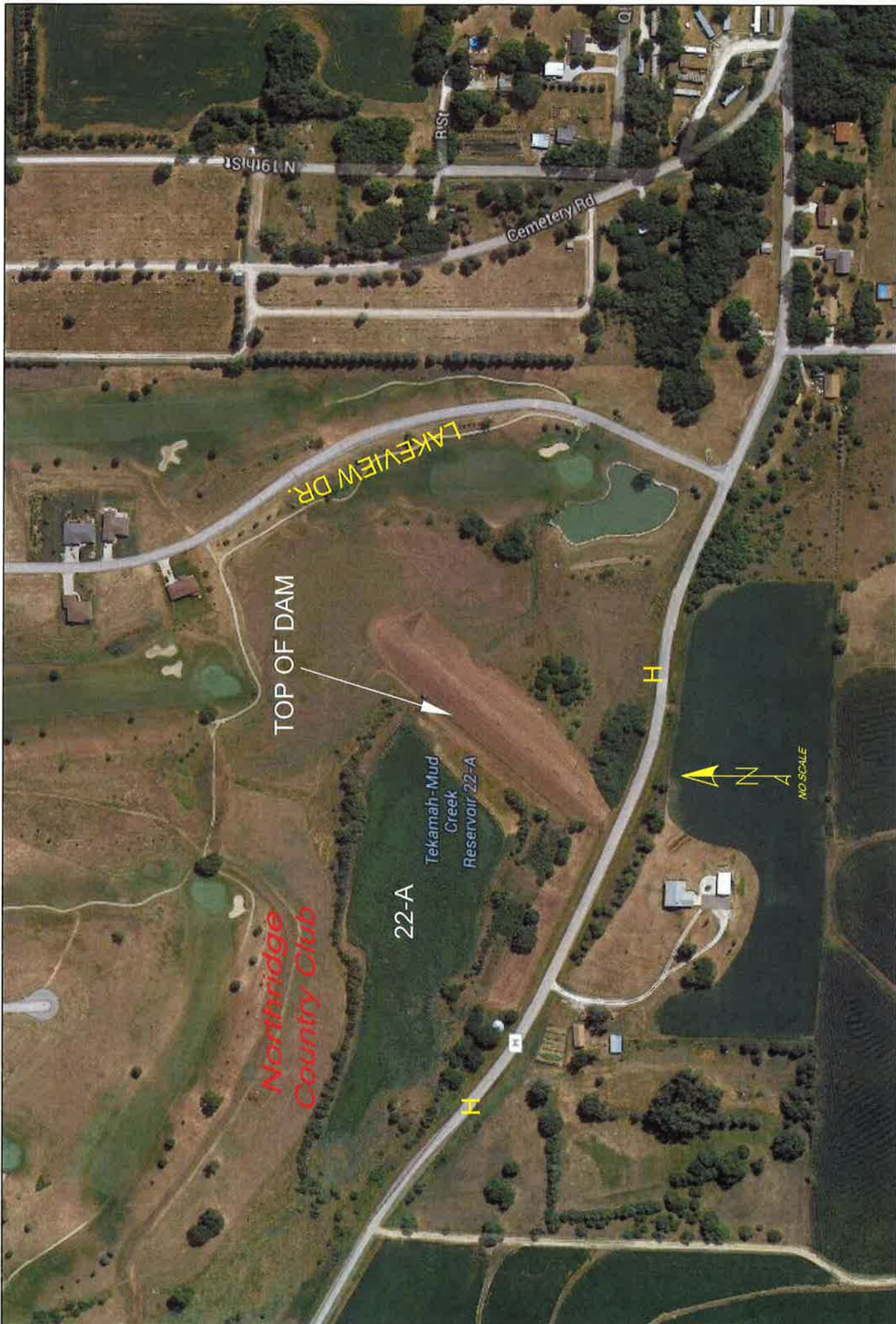
Tekamah-Mud
Creek
Reservoir 9-A

9-A

TOP OF DAM



NO SCALE



N 191st

R St

Cemetery Rd

LAKEVIEW DR.

TOP OF DAM

22-A

Northridge
Country Club

Tekamah-Mud
Creek
Reservoir 22-A

H

NO SCALE

H