

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

DATE: August 13, 2014

In 2001, the USDA-Natural Resources Conservation Service (NRCS) initiated a dam rehabilitation assistance program to address the needs of aging dams throughout the United States, in particular those dams built through their Public Law (PL) 566 Program. The NRCS has been designing and building dams for about 75 years.

The District owns and operates over 90 watershed structures, dams, 50 of which were built via the PL 566 Program. The District's PL 566 dams were built in the period from 1962 to 1997. Since 2005, the District has rehabilitated five PL 566 dams; (Papillion Watershed Structures S-27, S-31, S-32, W-3 and Turtle Creek Watershed Structure No. 2).

The NRCS has identified three District dams (Tekamah-Mud Creek Watershed 5-A, 9-A, and 22-A) that are eligible for assessments under rehabilitation funding, primarily as a result of the proximity of residential units and major area roads (e.g. Hwy 75), downstream of these dams. If these dams would breach it could lead to potential damage to structures, roads and loss of human life. The assessments would determine if the structures need to be rehabilitated or not, primarily due to design criteria changes since they were built in 1971-1980.

The referenced dams are shown on attached maps. Some information about these dams is as follows:

1. Tekamah-Mud 5-A (Summit Lake):

Location: Tekamah Creek, Upstream and west of Tekamah in Burt County
Conservation Pool Storage = 2616 acre – ft.
Conservation Pool Area = 193 acres
Dam Height = 68 ft.; Dam Length = 1,740 ft.
Principal Spillway = 30 inch diameter concrete pipe
Date built = 1980

2. Tekamah-Mud 9-A:

Location: Mud Creek, north edge of Tekamah in Burt County
Conservation Pool Storage = 317 acre – ft.
Conservation Pool Area = 36 acres
Dam Height = 70 ft.; Dam Length = 1,200 ft.
Principal Spillway = 36 inch diameter concrete pipe
Date built = 1971

3. Tekamah-Mud 22-A (Northridge Estates):

Location: Mud Creek, west edge of Tekamah in Burt County
Conservation Pool Storage = 82 acre – ft.
Conservation Pool Area = 11 acres
Dam Height = 47 ft.; Dam Length = 717 ft.
Date built = 1978

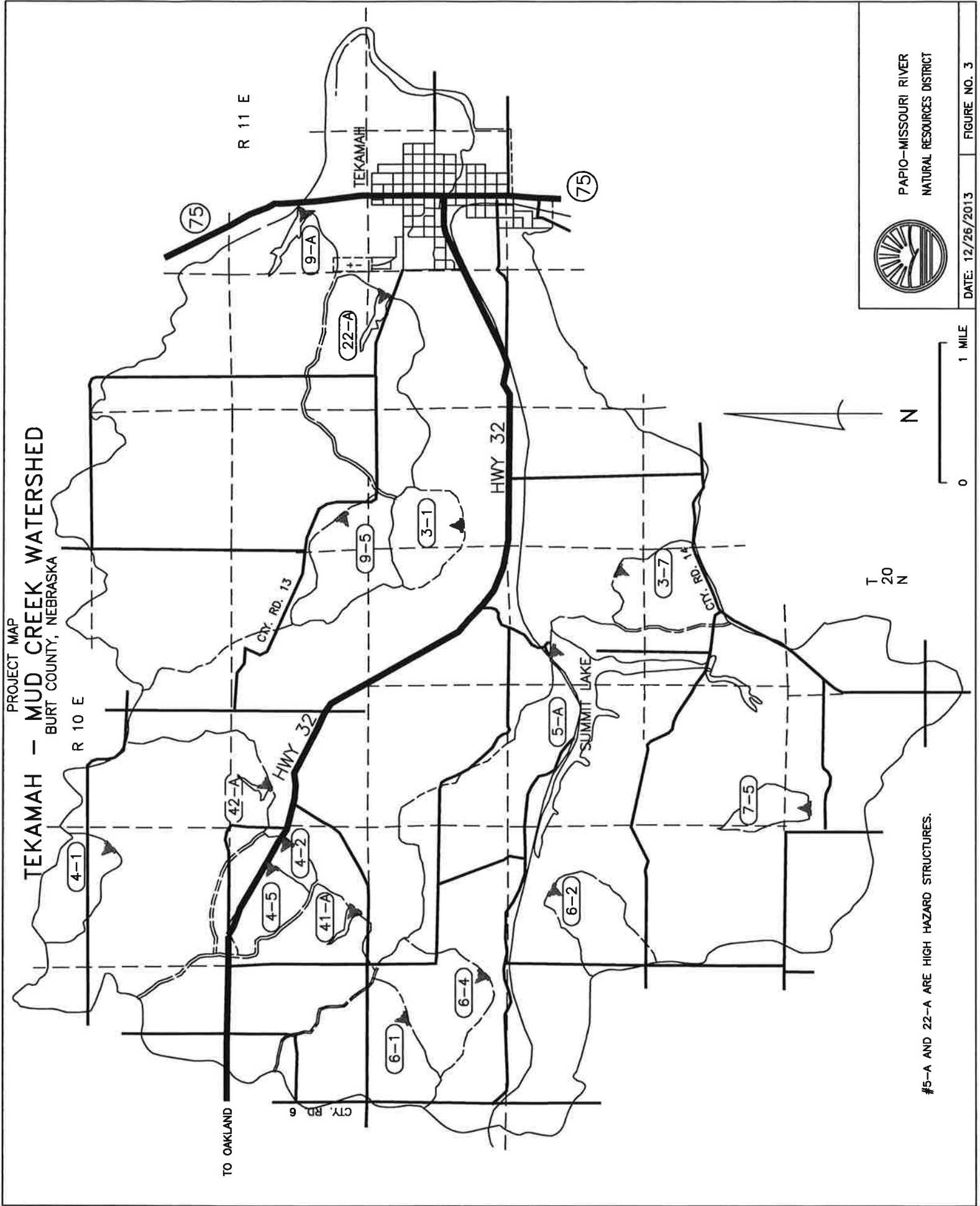
Enclosed are the following assessment related documents from NRCS:

1. Assurances
2. Application for Federal Assistance
3. Statement of work
4. Budget Information

In order to obtain federal funding for the dam assessment work, the before mentioned documents must be executed by the District prior to September 30, 2014. The District will need to hire a consultant or NRCS to conduct the assessments. The NRCS will reimburse the District for assessment expenditures. The federal cost share is 100% of assessment expense up to \$19,750 per structure (total of \$59,250).

Management recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute an Assurances Form, an Application for Federal Assistance and a Project Agreement with NRCS for assessments of Tekamah-Mud PL 566 Watershed Structures 5-A, 9-A and 22-A.

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







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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE
APPLICANT ORGANIZATION		DATE SUBMITTED August 4, 2014

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Papio Missouri River Natural Resources District

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. Organizational DUNS:

0780351850000

d. Address:

* Street1: 8901 S 154th Street Ste A

Street2:

* City: Omaha

County/Parish:

* State:

NE: Nebraska

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code: 68138-3635

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Marlin

Middle Name:

* Last Name:

Petermann

Suffix:

Title: Assistant General Manager

Organizational Affiliation:

* Telephone Number: (402) 444-6222

Fax Number:

* Email: mpetermann@pacionrd.org

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:

USDA - Natural Resources Conservation Service

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Assessment of the following Watershed Structures: Tekamah-Mud Creek 9-A, Tekamah-Mud Creek 22-A and Tekamah-Mud Creek 5-A.

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="59,250.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* 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="59,250.00"/>

*** 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:

ATTACHMENT A

AGREEMENT #: [Insert agreement number]
SPONSOR: Papio-Missouri River NRD
WATERSHED: Tekamah-Mud
CFDA #: 10.916

WATERSHED REHABILITATION PROGRAM STATEMENT OF WORK

I. PURPOSE

The purpose of this agreement is for the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) to provide assistance to complete assessments on dams originally constructed with assistance of USDA Watershed Programs. Assistance from NRCS for this agreement is specifically designated to:

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

Location: Burt County

II. DESCRIPTION OF ESTIMATED COSTS

A. The estimated cost for the Sponsor to the above specified dam is outlined below:

Description of Work	Estimated Federal Cost Share	Estimated Sponsor Cost Share	Estimated Total Cost of Project
Assessment Report for 3 sites listed above	\$19,750 per site identified	\$0	\$59,250

B. COST SHARE

The NRCS will provide up to 100 percent of the actual watershed assessment report costs referenced in section II.A, but NRCS's contribution will not exceed 100 percent of the Estimated Federal Cost Share per site listed above.

Cost-share amounts for the work will be based on the total eligible project cost. Total eligible project cost includes Federal share.

III. RESPONSIBILITIES OF THE PARTIES

A. Sponsor will—

1. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

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2. Prepare a watershed assessment report and ensure each description of the work described in section II.A. above is reviewed, concurred, and approved by NRCS.
3. The assessment must follow the policy set forth in the NRCS Title 390, National Watershed Program Manual (NWPM), Part 505, which is hereby incorporated by reference. Sponsor may obtain a full copy of the above referenced manual at <http://directives.sc.egov.usda.gov/> or the NRCS Nebraska State office.
4. The Sponsors will obtain the services of a professional registered engineer, with the concurrence of NRCS, to complete the assessment. The Sponsors must obtain NRCS review and concurrence on the assessment report.
5. Accept all financial and other responsibility for any excess costs resulting from its failure to complete the assessment.
6. Take reasonable and necessary action of all contractual and administrative issues arising out of contracts awarded under this agreement.
7. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the term of this agreement must be immediately communicated to NRCS.
8. Arrange for and conduct a presentation of the final report with NRCS and provide a certification statement to NRCS that the assessment was completed in accordance with the terms of this agreement. Secure written concurrence of the State Conservation Engineer before notifying the contractor of the acceptance of the job.
9. The Sponsor must provide NRCS with documentation of the actual cost incurred for the services for determination of final credit values.
10. Pay the contractor for all services performed in accordance with section II.A. above and submit a SF 270, "Request for Advance and Reimbursement," to NRCS with all documentation to support the request.
11. Upon determination of technical acceptability of the completed work, the Sponsor must maintain responsibility for the operation and maintenance (O&M) plan of the structures in accordance with Title 180, Part 500 of the NRCS Operation and Maintenance Manual and Title 390, Part 505, Subpart B, Section 505.11, of the NRCS National Watershed Program Manual.
12. At any time during this project that the Sponsor requires or requests any assistance from NRCS that is authorized under the statutory authority for this agreement, the Sponsor will prepare and execute a reimbursable agreement outlining the required assistance and submit to NRCS. The Sponsor agrees that NRCS will not provide services until the agreement is signed by NRCS and an advance is received by NRCS. The agreement must include, at a minimum, the following:

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AGREEMENT #: [Insert agreement number]
SPONSOR: Papio-Missouri River NRD
WATERSHED: Tekamah-Mud
CFDA #: 10.916

- I. Purpose
 - II. Statutory 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
 - III. Statement of Work: Responsibilities of each party, including reports and deliverables
 - IV. Period of Performance: Beginning and ending date
 - V. Payment Terms: Payment to NRCS must be an advance payment
 - VI. Signature and Date
13. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.
 14. Be responsible for all administrative expenses necessary to arrange for and carry out the work described in section II.A. These administrative matters include but will not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
 15. Comply with the applicable requirements in Attachment B, "General Terms and Conditions," of this agreement.
 16. Ensure that a written release from the contractor of all claims against the Sponsor arising by virtue of the contract, other than claims in stated amounts as may be specifically excepted by the contractor, be incorporated into the terms of the contract and said release is a condition for final payment to the contractor.
 17. Comply with Attachment B, "General Terms and Conditions," Section I.a.10., "Universal Identifier and Central Contractor Registration (CCR)," by ensuring the information in the System for Award Management (SAM), the official U.S. Government system that consolidated the capabilities of CCR, is current and accurate until the final financial report (SF 425) under this award or final payment is received, whichever is later.
 18. Dispose of all claims resulting from the contract; secure prior written concurrence of the State Conservationist if NRCS funds are involved.
 19. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract awarded under this agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

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20. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Watershed Rehabilitation Program pursuant to this project agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Watershed Rehabilitation Program pursuant to this project agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
21. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.
22. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.
23. Retain all records dealing with the award and administration of the contract for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
24. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
25. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in section III as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
26. In addition to the quarterly submission of the Financial Reporting outlined in the General Terms and Conditions, Section VI.a, the Sponsor must provide NRCS an "Accrual Report" that is due by the 10th of the 3rd month of each quarter. 1st Quarter - October through December, 2nd Quarter - January through March, 3rd Quarter - April through June, 4th Quarter July through

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September. If the 10th falls on a weekend the report is due by the close of business the Friday before the weekend. The report must be on Sponsor's letterhead with the following statement:

"Under agreement number _____ at the close of the quarter ending _____ (month, day, year); _____ Sponsor's name anticipates incurring the following total federal cumulative value of work on the project: _____. Of this amount, \$ _____ has been invoiced and \$ _____ has not been invoiced."

Note: the cumulative value of work on the project includes the total of all payments previously paid, payments that are pending, and work performed but not yet invoiced.

B. NRCS will—

1. Review and concur with submitted reports developed by the Sponsor or its contractor.
2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Periodically perform progress checks during completion of the work.
4. Review and concur with reports and all other contract documents developed for or by the Sponsor.
5. Provide authorized assistance such as, but not limited to, estimates of length of contract period, results of tests and studies as available, and site investigations, as requested by the Sponsor, and in accordance with section III.A.12 above.
6. Consult with the Sponsor as requested in administering the contract.
7. Provide the services of Government personnel for final reviews.
8. Make payment to the Sponsor covering the NRCS's share of the cost upon receipt and approval of SF-270, withholding the amount of damages sustained by NRCS as provided for in this agreement.

IV. MILESTONES

Assessments to be completed from 10/01/2014 to 09/30/2015:

Tekamah-Mud 5-A
Tekamah-Mud 9-A
Tekamah-Mud 22-A

V. SPECIAL PROVISIONS

- A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in

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WATERSHED: Tekamah-Mud
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the Watershed Rehabilitation Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

- B. In the event of default of a contract awarded pursuant to this agreement, any additional funds properly allocable required to ensure completion of the job are to be provided in the same ratio as funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as funds are contributed under the terms of the agreement.
- C. Additional funds, including interest properly allocable as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
- D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in section II. For completing the work. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in section II. nor reduce funds below the amount required to carry out NRCS' share of the contract.
- E. Except for item V.D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.
- F. The contract for completing the work described in section II. A. will not be awarded to the Sponsors or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
- G. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in section II. A. of this agreement.

Attachments – check all that apply:

- ☐ Attachment B – General Terms and Conditions
- ☐ Form AD 3031, "Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants"
- ☐ Memorandum of Understanding (If applicable)
- ☐ Operation and Maintenance Plan
- ☐ SF 424, "Application for Federal Assistance"
- ☐ SF 424 A, "Budget Information – Non-Construction Programs"
- ☐ SF 424 B, "Assurances – Non-Construction Programs"

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

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. Watershed Rehab	10.916	\$ 0.00	\$ 0.00	\$ 59,250.00	\$ 0.00	\$ 59,250.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 59,250.00	\$ 0.00	\$ 59,250.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories		GRANT PROGRAM, FUNCTION OR ACTIVITY			Total	
		(1) Watershed Rehab	(2)	(3)	(4)	(5)
a. Personnel		\$ 5,925.00	\$	\$	\$	5,925.00
b. Fringe Benefits						0.00
c. Travel						0.00
d. Equipment						0.00
e. Supplies						0.00
f. Contractual						0.00
g. Construction		53,325.00				53,325.00
h. Other						0.00
i. Total Direct Charges (sum of 6a-6h)		59,250.00	0.00	0.00	0.00	59,250.00
j. Indirect Charges						0.00
k. TOTALS (sum of 6i and 6j)		\$ 59,250.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 59,250.00
7. Program Income		\$ 0.00	\$ 0.00	\$	\$	0.00

SECTION C - NON-FEDERAL RESOURCES						
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS		
8.	\$	\$	\$	\$	0.00	0.00
9.					0.00	0.00
10.					0.00	0.00
11.					0.00	0.00
12. TOTAL (sum of lines 8-11)	\$	0.00 \$	0.00 \$	0.00 \$	0.00 \$	0.00 \$
SECTION D - FORECASTED CASH NEEDS						
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
	\$					
13. Federal	0.00 \$		\$	\$	\$	
14. Non-Federal	0.00					
15. TOTAL (sum of lines 13 and 14)	0.00 \$	0.00 \$	0.00 \$	0.00 \$	0.00 \$	0.00 \$
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.	\$	\$	\$	\$		
17.						
18.						
19.						
20. TOTAL (sum of lines 16-19)	\$	0.00 \$	0.00 \$	0.00 \$	0.00 \$	0.00 \$
SECTION F - OTHER BUDGET INFORMATION						
21. Direct Charges:		22. Indirect Charges:				
23. Remarks:						

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 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 (0348-0044), 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.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in *Column (a)* and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For *new applications*, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For *continuing grant program applications*, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For *supplemental grants and changes* to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k, should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program

INSTRUCTIONS FOR THE SF-424A (continued)

narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.