

Agenda Item: 6.

Memo to the Programs, Projects and Operations Subcommittee

Subject: NRCS Emergency Watershed Protection Program (EWP) – Cambridge Oaks

Date: April 5, 2012

From: Gerry Bowen

In the fall and winter of 2010-11, the City of Omaha, in cooperation with the District, conducted a streambank erosion stabilization project in the Cambridge Oaks and Cambridge Estates Subdivisions (NE of 168th & Pacific Streets). This project also was approved for funding from the Natural Resources Conservation Service's (NRCS) Emergency Watershed Protection Program (EWP). An Interlocal Agreement was approved involving the City, the Cambridge Oaks Homeowners Association, and the District. NRCS provided 75% cost sharing on the project. The three entities shared the local costs according to a formula included in the agreement.

Following completion, additional slope instability threatened the project such that NRCS re-examined the project and determined that repairs were necessary and eligible for further EWP assistance. The NRCS Damage Survey Report is attached.

It is proposed that the District again sponsor an EWP project to repair the slope. The attached NRCS program agreement outlines the arrangements. The cost share rate continues to be 75%. The DSR shows an estimated repair cost of \$252,650. This amount is reflected in the agreement.

However, upon discussions with the City and the Cambridge Oaks Homeowners Association, a less detailed approach to the project will accomplish the repairs. Olsson Associates (OA) has prepared a drawing and cost estimate (attached). The cost of the repairs is estimated to be \$74,740. NRCS EWP will pay 75% of this amount, or 56,055. In addition, NRCS will allow an additional \$10,000 for engineering fees for the project. OA has estimated the engineering fees to be \$13,000. Therefore, the total estimated cost of the repair project is \$87,740 (\$74,740 + \$13,000) with NRCS committing \$66,055 (\$55,055 + \$10,000) making the local share of the project \$21,685.

It is proposed that the local share be equally split between the City and NRD. An Interlocal Agreement (draft attached) with the City is proposed to formalize the arrangements. The City would be the project sponsor, hire the consultant, hire the contractor, and manage the project. The District would reimburse the City the amount of EWP cost share, plus half of the local share of the project. The current estimated cost to the District would be 50% of \$21,685, or \$10,843. Since the project costs are estimates at this time, and the agreement anticipates actual costs, the "not to exceed" amount in the agreement is \$20,000.

- **It is recommended that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed agreement with the Natural Resources Conservation Service for Emergency Watershed Protection program assistance on the Cambridge Oaks Repair Project, and**
- **It is also recommended that the General Manager be authorized to execute the proposed Interlocal Agreement with the City of Omaha and the Cambridge Oaks Homeowners Association for the project, subject to changes deemed necessary by the General Manager and approved as to form by District Legal Counsel.**



Cambridge Oaks/Estates

Printed: Mar 27, 2012



www.dcgis.org/dogis



March 13, 2012

Mr. Kirk Pfeffer
Design Engineer
City of Omaha
1819 Farnam Street
Omaha, NE 68183

RE: Emergency Channel Stabilization – West Papillion Creek
Site 1b 2nd Slope Modification, OA Project # 008-0474

Dear Kirk:

Following our meeting at the West Papillion Creek Site 1b on March 8, 2012 with representatives from the Cambridge Oaks Homeowner's Association, Papio-Missouri River NRD (P-MRNRD), City of Omaha, USDA NRCS and Olsson Associates, the recommended action was to pursue a project to improve the stability of the slope at the southern end of the previously repaired creek bank. A conceptual plan of the proposed option reviewed by those present at the meeting is attached as Exhibit 2. In general, this options consists of regrading the existing bank to a 3H:1V slope, installing a 2.5 ft thick rock riprap toe along the base of the slope, and extending well-graded crushed limestone drainage trenches perpendicular to the slope up from the rock riprap to approximately elevation 990.0 ft (NAVD 1988) on the slope.

Following the meeting, it was requested that an opinion of probable construction cost be generated for this option. Please find attached an estimate for a total construction cost of \$74,740. This request can be provided to Mr. Gerry Bowen at the P-MRNRD and he will coordinate with the USDA NRCS for cost-share assistance. If available from the NRCS, Olsson Associates would suggest that you request an additional \$13,000 in technical assistance to cover costs associated with preparing construction plans and specs, bidding assistance, and construction administration and observation.

As always, if you have any questions regarding this information, please feel free to contact me at 402-938-2419 or e-mail me at pwoodward@oaconsulting.com.

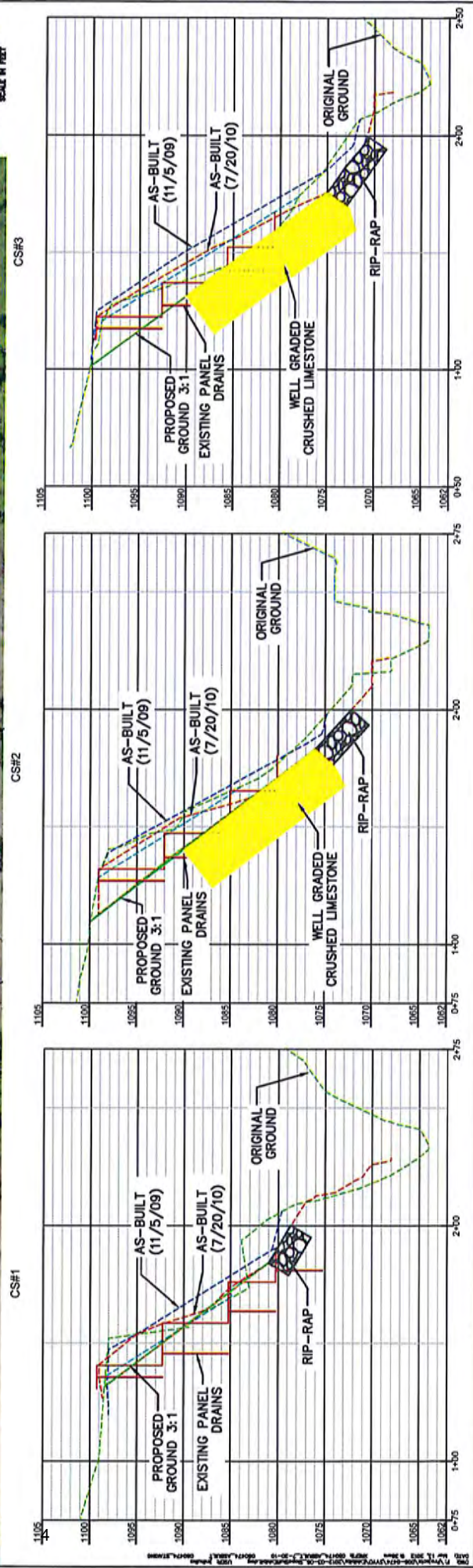
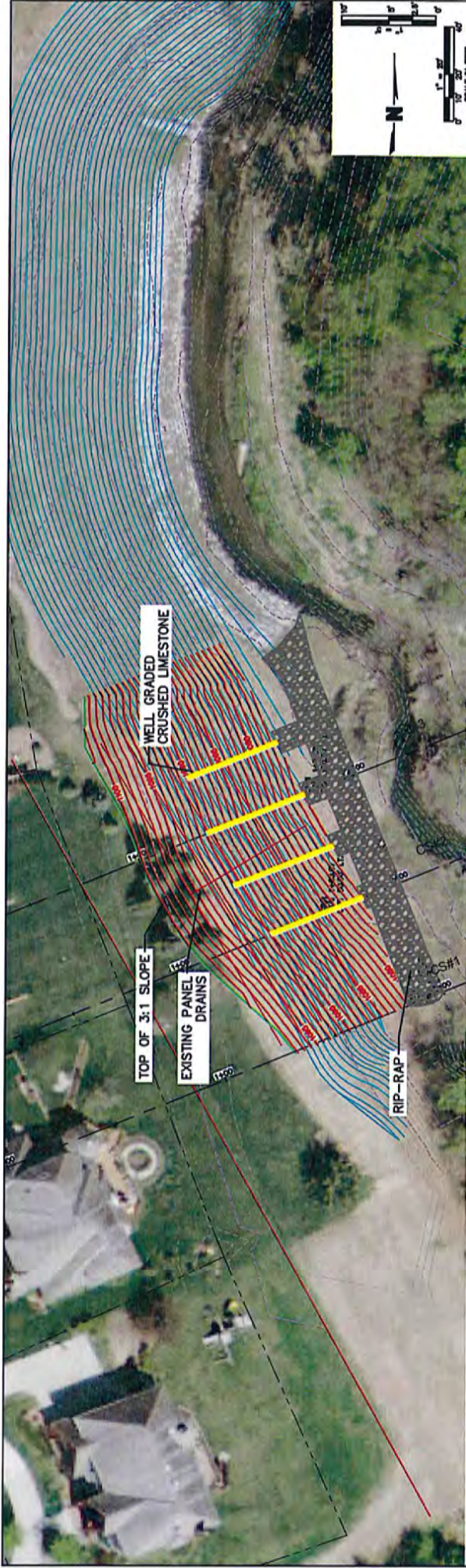
Sincerely,

A handwritten signature in blue ink that reads 'Paul W. Woodward'.

Paul W. Woodward, P.E.
Project Engineer

Enclosures

cc: Gerry Bowen, PMRNRD
Chuck Leinen, USDA NRCS



Contractor:		Site 1b 2nd Slope Modification				
OA Proj. # 008-0474						
OPW51488						
CO #	Item No	Item	Units	Quantity	Unit Cost	Cost
100.000		Clearing and Grubbing	LS	1	\$3,000.00	\$3,000.00
900.002		Excavation	CY	1500	\$15.00	\$22,500.00
900.003		3" Crushed Aggregate Surfacing (const road per SWPPP)	TON	30	\$28.00	\$840.00
900.004		Remove and Relay 60" Sewer	LS	0	\$0.00	\$0.00
900.005		Geotextile Filter Fabric	SY	3600	\$2.00	\$7,200.00
550.000		Silt Fence	LF	200	\$6.00	\$1,200.00
601.002		Type "B" Rock Rip Rap	TON	430	\$45.00	\$19,350.00
900.008		6" Panel Drain	LF	0	\$11.28	\$0.00
900.009		Crushed Limestone	CY	100	\$25.00	\$2,500.00
900.010		Earthfill, Class "A"	CY	0	\$0.00	\$0.00
900.011		Erosion Control Mat	SY	1200	\$2.00	\$2,400.00
900.012		Fiber Roll	LF	0	\$0.00	\$0.00
900.013		Seeding/mulching	Acres	1	\$2,000.00	\$2,000.00
900.014		Mobilization	LS	1	\$4,000.00	\$4,000.00
		SOD	SY	0	\$7.15	\$0.00
Construction Subtotal						\$64,990.00

15% Contingency

\$9,748.50

TOTAL

\$74,738.50

20% Engineering

\$12,998.00

TOTAL

\$87,736.50

STATE: Nebraska
 PROJECT: West Branch of Papillion
Creek, Douglas County
(Cambridge Oaks)
 AGREEMENT NO.: 69-6526-2-811

UNITED STATES DEPARTMENT OF AGRICULTURE
 NATURAL RESOURCES CONSERVATION SERVICE

COOPERATIVE AGREEMENT
LOCALLY LED CONTRACTING

THIS AGREEMENT is entered into by and between the Papio-Missouri River Natural Resources District, called the NRD, hereinafter called the Sponsor and Contracting Local Organization; and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agriculture Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that caused a sudden impairment due to channel bank erosion into back yards exposing utilities.

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by excessive rainfall causing flooding on June 1 through June 29, 2010.

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsors and NRCS do hereby agree as follows:

- A. It is agreed that the following-described work is to be constructed at an estimated cost of \$252,650.00.

<u>DSR No.</u>	<u>Description of Work</u>	<u>Estimated Cost</u>
Papio006 Cambridge Oaks	Reshape banks, install drains, rock riprap, seed and mulch, and rock riffle grade control structures.	\$252,650.00

- B. The Sponsor will:

1. Provide 25 percent of the cost of the emergency watershed protection measures described in Section A. This cost to the Sponsor is estimated to be \$63,162.50.
2. Provide in-kind contribution to design the project, develop specifications and drawings, to inspect and let and administer the contract.

The maximum value of in-kind contribution will not exceed \$10,000.00. The Sponsor will retain records to support costs incurred by the Sponsor equal to the amount of the in-kind contribution.

3. Designate the following individual as the liaison between the Sponsor and NRCS, listing the duties, responsibilities and authorities. Furnish this information in writing to the NRCS State Administrative Officer.

Name: Gerry Bowen
 Address: 8901 South 154th Street
 Omaha, NE 68138-3621
 Telephone No.: 402-444-6222
gbowen@papionrd.org

4. Prepare the design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans will be reviewed and approved by a Professional Engineer registered in the State of Nebraska prior to submittal to NRCS.
5. Accept all financial and other responsibility for excess cost resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in A.
6. Provide certification that real property rights have been obtained for installation of planned measures. Certification will be provided on form SCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended. An Attorney's opinion as to the adequacy of landrights is required.
7. Contract(s) for engineering services, professional services and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations. The Sponsor will provide NRCS State Administrative Officer with a copy of each solicitation (Invitation for Bids, Request for Quotations), bid abstract and awarded contract.
8. Issue an invitation for bids, which is to contain NRCS requirements, drawings and specifications, and Sponsor requirements.

9. Receive, protect and open bids. Determine the lowest qualified bidder, and with written concurrence of the NRCS State Administrative Officer, make award.
10. Comply with the applicable requirements in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.
11. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in Attachment B to this agreement.
12. Provide copies of site maps to appropriate Federal and State agencies for environmental review, if applicable. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.
13. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
14. Pay the contractor as provided in the contract(s). Submit billings to NRCS for reimbursement of NRCS' share of contract costs and in-kind contributions on form SF-270, Request for Advance or Reimbursement, with supporting documentation of costs attached to the form.
15. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.
16. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) 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 legal expenses.
17. Arrange for and conduct final inspection of completed emergency watershed protection measures. Provide a certification statement to the NRCS State Administrative Officer that the project was installed in accordance with contractual requirements and the terms of this agreement.
18. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by it under this agreement or resulting from the work provided for in this agreement.

19. Upon completion and acceptance of all work, when provided by the terms of the contract, obtain a written release from the contractor of all claims against the Contracting Local Organization arising by virtue of the contract.
20. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance (in accordance with the Operation and Maintenance Agreement).
21. Retain all records dealing with the award and administration of the contract(s) 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. 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 duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
22. Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall 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.
23. If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program.
24. Administer action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other Rules referenced in 7 CFR 3015.

c. NRCS will:

1. Provide 75 percent of the cost of construction of the emergency watershed protection measures described in A. This cost to NRCS is estimated to be \$189,487.50 (financial assistance funds).

Provide reimbursement of in-kind contributions not exceed

\$10,000.00 (technical assistance funds).

2. The following individual is designated as the liaison between the NRCS and the Sponsor. The major duties, responsibilities and authorities of the liaison will be to assist in the final inspection; certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings. Review and approve SF-270 Request for Advance or Reimbursement and supporting documentation for reimbursement to the Sponsor.

Chuck Leinen, Civil Engineer
8901 South 154th Street
Omaha, NE 68138-3621
Telephone No. 402-896-0121 Ext 237

3. Review and concur with construction plans and specifications as identified in Section B of this agreement.
4. Be available to conduct progress checks and participate in final inspections.
5. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor; and provide advice and counsel as needed.
6. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement.

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 30 calendar days after the date NRCS has executed this agreement in the event the work has not been commenced. All work must be completed by October 24, 2012.
2. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
3. In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A, are to be contributed by the parties under the terms of

this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

4. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsors in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsors.
5. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsors is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
6. This agreement may be amended as mutually agreed by a written amendment duly executed by authorized officials of the signatory parties to this agreement.
7. By signing this agreement the recipient 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.
8. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By: _____

Title: _____ General Manager _____

Date: _____

This action authorized at an official meeting of the Papio-Missouri River NRD on the _____ day of _____ 2012, at _____ State of Nebraska.

Signature _____ Title _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: -----

Craig Derickson

Title: State Conservationist-----

Date:-----

Attachment A - Special Provisions

Attachment B - Special Provisions, Construction

ATTACHMENT A - SPECIAL PROVISIONS

- I. DRUG-FREE WORKPLACE CERTIFICATION**
- II. CERTIFICATION REGARDING LOBBYING**
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED
TRANSACTIONS**
- IV. CLEAN AIR AND WATER CERTIFICATION**
- V. ASSURANCES AND COMPLIANCE**
- VI. EXAMINATION OF RECORDS**

ATTACHMENT A - SPECIAL PROVISIONS

The signatories agree to comply with the following special provisions, which are hereby attached to this agreement.

I. Drug-Free Workplace

By signing this agreement, sponsors are providing the certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Service, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on-the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The sponsors certify that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

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- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

- (1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying the Service in writing, within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such Purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f)

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The sponsors may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000) - The sponsors certify to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

(3) The sponsors shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts undergrants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, (7 CFR 3017).

(1) The sponsors certify to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary sponsor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air And Water Certification

(Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42U.S.C. 1857c-B(c)(1)) or the Federal Water Pollution Control Act (33U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The project sponsoring organizations) signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is [], is not [], listed on the Environmental Protection Agency List of Violating Facilities.

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(b) They will promptly notify the Administrative Team Leader prior to the signing of this agreement by the Service, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency List of Violating Facilities.

(c) They will include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

CLEAN AIR AND WATER CLAUSE

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act(42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act(33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The project sponsoring organizations) signatory to this agreement agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by the Service.
- (2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt subagreement including this subparagraph(4).

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B. The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, (42 U.S.C. 1857et seq., as amended by Public Law 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act, or an approved implementation procedure under section 112(d) of the Air Act(42 U.S.C 1857c-7(d)).
- (4) The term "clean water standards: means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court or water pollution control agency in accordance with the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office Of Federal Activities, Environmental Protection Agency, determines that independent facilities are colocated in one geographical area.

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V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CF 3015, 3016, 3017, 3018 and 3051 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B – SPECIAL PROVISIONS, CONSTRUCTION

- I. EQUAL OPPORTUNITY**
- II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION)**
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**
- IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS**
- V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**
- VI. CERTIFICATION OF NONSEGREGATED FACILITIES (NRCS-ADS-818)**
- VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I - EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporated, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III - NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

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**V - NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, dg fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE-. The penalty for making false statements - offers is prescribed in 18 U. S. C. I 00 1.

Contractor Signature_____

Title _____ Date _____

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**VII - STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

(EXECUTIVE ORDER 11246)

- I. As used in these specifications:
- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 94 1.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cub Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.

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3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7. a. through 7. p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting 4s goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 1 1246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractors employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. - specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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- g. Review, at least annually, the company's EEO policy and the action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contract's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities and female students and to minority and female recruitment and training organizations, serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor shall send written notification, to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to promote privacy between the sexes.

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- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in one or more of the affirmative action obligations (Paragraphs 7.a- through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7. of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of Report: 07/02/2010

DSR Number: Papio006 Project Number: 001

NRCS Entry Only

Eligible: YES ☒ NO ☐
Approved: YES ☒ NO ☐
Funding Priority Number (from Section 4) _____
Limited Resource Area: YES ☐ NO ☒

Section 1B Sponsor Information

Sponsor Name: Papio-Missouri River Natural Resources District

Address: 8901 South 154th Street

City/State/Zip: Omaha, NE 68138-6543

Telephone Number: (402) 444-6222 Fax: (402) 895-6543

Section 1C Site Location Information

County: Douglas State: NE Congressional District: 2

Latitude: 41 10' 14.2" Longitude: 96 10' 21.5" Section: 22 Township: 15 Range: 11

UTM Coordinates: GPSMAP 76

Drainage Name: West Branch of Papillion Creek Reach: 1

Damage Description: Channel Bank erosion into back yards threatening utilities

Section 1D Site Evaluation

All answers in this Section must be YES in order to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster?*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Recovery measures would be for runoff retardation or soil erosion prevention?*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Threat to life and/or property?*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Event caused a sudden impairment in the watershed?*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Imminent threat was created by this event?***	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
For structural repairs, not repaired twice within ten years?***	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action (Go to pages 3, 4, 5 and 6 ***)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Proposed action technically viable? (Go to Page 9 ***)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☒ NO ☐

Comments: _____

* Statutory

** Regulation

*** DSR Pages 3 through 5 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

DSR NO: Papio006

Section 1E Proposed Action

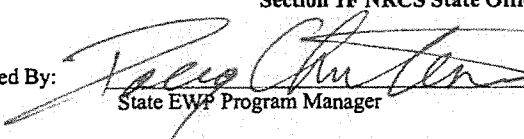
Describe the preferred alternative from Findings: Section 5 A:

Rock Riprap jetties and bank protection

Total installation cost identified in this DSR: Section 3: \$ 252,650.00

Section 1F NRCS State Office Review and Approval

Reviewed By:


State EWP Program Manager

Date Reviewed:

10/22/10

Approved By:


State Conservationist

Date Approved:

10/27/10

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief of NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION 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, reprisal, 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, SW., Washington, DC 20250-9410, or call (800)795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation		
		Proposed Action	No Action	Alternative
		Rock toe and Bank sloping, seed and mulch		
		2D Effects of Alternatives		
Soil				
Bank Erosion	Soil removed during large storm flows and slope failure	Rock to prevent further erosion & reseed disturbed areas	Will continue to erode and threaten homes and utilities	
Water				
Continued bank erosion puts silt & debris in river	Raw banks will erode & drop more trees, etc in river	Rock to prevent further erosion & reseed disturbed areas	Silt, grass & trees will continue to drop into river	
Air				
Change in dust in airshed		Construction activity could temporarily increase dust	No Effect	
Plant				
Continued erosion will wash out more plants	Continued erosion will drop more trees, grasses, etc in river	Construction will disturb add'l plant life but will be reseeded	Plants will continue to be washed out during events	
Animal				
Loss of habitat	Continued erosion will drop more trees, grasses, etc in river	Construction will temporarily disturb wildlife	Minimal Effect	
Other				

DSR NO: Papio006

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.	The sponsor will need to contact the U.S. Army Corps of Engineers to determine jurisdiction on this site.	The sponsor will need to contact the U.S. Army Corps of Engineers to determine jurisdiction on this site.	No Action would be required.	
Coastal Zone Management Areas	N/A	N/A	N/A	
Coral Reefs	N/A	N/A	N/A	
Cultural Resources	No cultural resources present. No historic properties will be affected.	No cultural resources present. No historic properties will be affected.		
Endangered and Threatened Species	See attached documentation.	See attached documentation.	See attached documentation.	
Environmental Justice	No low-income populations, minority populations, are/will be adversely impacted.	No low-income populations, minority populations, are/will be adversely impacted.	No low-income populations, minority populations, are/will be adversely impacted.	
Essential Fish Habitat	No suitable habitat is present in this area.	No suitable habitat is present in this area.	No suitable habitat is present in this area.	
Fish and Wildlife Coordination	N/A	N/A	N/A	
Floodplain Management	N/A	N/A	N/A	
Invasive Species	Does not cause or promote the introduction and spread of invasive species.	Does not cause or promote the introduction and spread of invasive species.	Does not cause or promote the introduction and spread of invasive species.	
Migratory Birds	See attached documentation.	See attached documentation.	See attached documentation.	
Natural Areas	No designated natural areas present.	No designated natural areas present.	No designated natural areas present.	
Prime and Unique Farmlands	Does not convert farmland to a nonagricultural use.	Does not convert farmland to a nonagricultural use.	Potential loss of farmland to erosion.	
Riparian Areas	Decreases conservation values/functions of the riparian area.	Maintains conservation values/functions of the riparian area.	Decreases conservation values/functions of the riparian area.	
Scenic Beauty	Continued erosion will drop more tress, grasses, etc in river.	Temporary increase in loss of vegetation. Area will be reseeded.	Continued erosion will drop more tress, grasses, etc in river	
Wetlands	No wetlands exist within the immediate area.	No wetlands exist within the immediate area.	No wetlands exist within the immediate area.	
Wild and Scenic Rivers	N/A	N/A	N/A	

Completed By: Elisha Mackling/Jessi Umberger

Date: 08/05/2010

Endangered and Threatened Species:

Federally listed species considered: interior least tern (*Sternula antillarum athalassos*), pallid sturgeon (*Scaphirhynchus albus*), piping plover (*Charadrius melodus*), Western prairie fringed orchid (*Platanthera praeclara*).

State listed species considered: American ginseng (*Panax quinquefolium*), lake sturgeon (*Acipenser fulvescens*), massasauga (*Sistrurus catenatus*), river otter (*Lutra canadensis*), small white lady's slipper (*Cypripedium candidum*), and sturgeon chub (*Macrhybopsis gelida*).

This site does not contain any suitable habitat for the federal or state listed wildlife/plant species. Therefore, there is "no effect" resulting from the proposed action.

Migratory Birds:

Existing Condition – Any trees or shrubs (living or dead) within the immediate project area may be occupied by nesting migratory birds (active nests, eggs, young, etc.).

Proposed Action – Impacts of the proposed actions on migratory birds needs to be considered. Most notable is the possible removal of trees or shrubs during the primary nesting period (April 1 – July 15). However, some migratory birds are known to nest outside of that primary nesting season period. If the proposed construction project is planned to occur during the primary nesting season (April 1 – July 15) or at any other time which may result in the take of nesting or migratory birds, then the project sponsor must arrange for a field survey of the affected habitats and structures to determine the absence or presence of nesting migratory birds.

DSR NO: Papio006

Section 2F Economic

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties Protected (Private)			
2 homes - 1	\$443,000.00	15%	\$66,400.00
2	356,000.00	15%	53,400.00
3 \$869,908		0%	
		0%	
Properties Protected (Public)			
Utility Lines: Cable, Telephone, Electric	\$10,000.00	100%	\$10,000.00
		0%	
		0%	
		0%	
Business Losses			
1 office & business equipment storage bldg included		0%	
home 1		0%	
		0%	
		0%	
Other			
		0%	
		0%	
		0%	
		0%	
		0%	
Total Near Term Damage Reduction \$			129,800.00
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			-\$122,850.00

Completed By: Arlis Plummer Date: 08/05/2010

Notes:

Property values for home 1 and 2 from Douglas County Assessor Web Site

Section 2G Social Consideration This section must be completed by each alternative considered

(attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is there the potential for loss of life due to damages from the watershed impairment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Has access to a hospital or medical facility been impaired by watershed impairment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is there a lack or has there been a reduction of public safety due to watershed impairment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Completed By: Arlis Plummer Date: 08/05/2010

DSR NO: Papio006

Section 2H Group Representation and Disability Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	
American Indian/Alaska Native Female Non-Hispanic	
American Indian/Alaska Native Male Hispanic	
American Indian/Alaska Native Male Non-Hispanic	
Asian Female Hispanic	
Asian Female Non-Hispanic	
Asian Male Hispanic	
Asian Male Non-Hispanic	
Black or African American Female Hispanic	
Black or African American Female Non-Hispanic	1
Black or African American Male Hispanic	
Black or African American Male Non-Hispanic	1
Hawaiian Native/Pacific Islander Female Hispanic	
Hawaiian Native/Pacific Islander Female Non-Hispanic	
Hawaiian Native/Pacific Islander Male Hispanic	
Hawaiian Native/Pacific Islander Male Non-Hispanic	
White Female Hispanic	
White Female Non-Hispanic	4
White Male Hispanic	
White Male Non-Hispanic	4
Total Group	10

Census tract(s) Douglas County, Nebraska; 2008 estimate

Completed By: Arlis Plummer/Julie Breuer Date: 08/05/2010

DSR NO: Papio006

Section 21. Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:

Easements, permissions, or permits:

Access permissions/easements

404

Mitigation Description:

None needed.

Agencies, persons, and references consulted, or to be consulted:

Gerry Bowen, Papio-Missouri River NRD

Army Corps of Engineers

DSR NO: Papio006

Section 3 Engineering Cost Estimate

Completed By: _____ Date: _____

This section must be completed by each alternative considered (attach additional sheets as necessary).

Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost (\$)	Amount (\$)
Mobilization	1	LS	\$20,000.00	\$20,000.00
Rock Riprap	650	CY	\$75.00	\$48,750.00
Seeding and Mulching	2	AC	\$1,200.00	\$2,400.00
Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00
Earthfill Class A Compaction	20,000	CY	\$6.00	\$120,000.00
Excavation	10,000	CY	\$2.00	\$20,000.00
Salvage and Spreading Topsoil	20,000	SQ. YDS.	\$0.10	\$2,000.00
Rock Riffles for Grade Control	100	CY	\$75.00	\$7,500.00
Geotextile	2,000	SQ. YDS.	\$1.75	\$3,500.00
Erosion Control Matting	2,000	SQ. YDS.	\$1.75	\$3,500.00
Drains	1,000	FT	\$15.00	\$15,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Installation Cost (Enter in Section 1F)\$				252,650.00

Unit Abbreviations:

AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yard
HR	Hour	TN	Ton
LF	Linear Feet	Other	(Specify)

DSR NO: Papio006

Section 4 NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 10).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
2. Is this a site where there is serious, but not immediate threat to human life?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4. Is this site a funding priority established by the NRCS Chief?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?			N/A	
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?			N/A	
c. Will the proposed action or alternatives protect or conserve prime or important farmland?			N/A	
d. Will the proposed action or alternatives protect or conserve existing wetlands?			N/A	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			Yes	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?			N/A	

Enter priority computation in Section 1A, NRCS Entry, Funding priority number.

Remarks:

DSR NO: Papio006

Section 5A Findings

Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E):

I have considered the effects of the action and the alternatives on the Environmental Economic, Social; the Special Environmental Concerns; and the extraordinary circumstances (40 CFR 1508.27). I find for the reasons stated below, that the preferred alternative:

☒ Has been sufficiently analyzed in the EWP PEIS (reference all that apply)
Chapter 5.2.2.1.2
Chapter 5.2.2.1.3
Chapter 5.2.2.5.2
Chapter _____
Chapter _____

_____ May require the preparation of an environmental assessment or environmental impact statement.
The action will be referred to the NRCS State Office on this date:

NRCS representative of the DSR team:

Name/Title: Arlis Plummer/Jessi Umberger Date: 08/05/2010

Section 5B Comments:

Section 5C Sponsor Concurrence:

Sponsor Representative

Title: _____ Date: _____

Section 6 Attachments:

- A. Location Map
- B. Site Plan or Sketches
- C. Other (explain)

INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR

	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	

	Explanation of Requested Item	Who Completes
Section 2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to <u>briefly</u> describe the effects of the alternatives to the proposed action including the "no action" alternative. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bio-engineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization). Do not leave blanks where a consideration is not applicable, use NA to indicate the factor was considered but not applicable for the alternative.	NRCS completes with voluntary assistance from Sponsor.
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction foot print (ex. where water quality or water rights are affected downstream of the site).	
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the "no action" alternative, and any other alternatives being considered. The "no action" alternative is the predicted future condition if no action is taken.	
2D	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other alternatives.	

2E	Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern	
2F	Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSI team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
2G	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.	
2H	Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	Sponsor completes.

2I	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.
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	Explanation of Requested Item	Who Completes
Section 3	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 4	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
5B	Enter any additional Comments.	
5C	Sponsor(s) review and concurrence.	Sponsor(s) signature.

Section 6	Include attachments for location map, site sketch or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.
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**INTERLOCAL COOPERATION ACT AGREEMENT
AMONG
THE CITY OF OMAHA, NEBRASKA,
THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
AND
CAMBRIDGE OAKS HOMEOWNERS ASSOCIATION
FOR
2012 EMERGENCY WATERSHED PROTECTION PROJECT**

WHEREAS, the CITY OF OMAHA, NEBRASKA ("CITY"), the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("NRD"), and CAMBRIDGE OAKS HOMEOWNERS ASSOCIATION ("COHA") executed an Interlocal Cooperation Act Agreement dated as of October 30, 2008 ("the 2008 AGREEMENT") establishing a project ("the 2008 PROJECT") for the purpose of addressing erosion problems on the West Branch Papillion Creek in the Cambridge Oaks and Cambridge Estates Subdivisions ("the AFFECTED SUBDIVISIONS") and other areas; and,

WHEREAS, the 2008 PROJECT was constructed according to plans, specifications, and financial considerations called for in the 2008 AGREEMENT; and,

WHEREAS, recent heavy rains have resulted in additional streambank erosion and related damage in the Cambridge Oaks and Cambridge Estates Subdivisions, necessitating the construction, operation and maintenance of additional erosion control works and improvements ("the 2012 PROJECT") in the AFFECTED SUBDIVISIONS; and,

WHEREAS, the NRD has applied for a grant from the Natural Resources Conservation Service of the US Department of Agriculture ("USDA-NRCS") under Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agriculture Credit Act 1978, Public Law 95-334, for partial funding of the 2012 PROJECT; and,

WHEREAS, a "Cooperative Agreement for Locally Led Contracting", was entered into on _____, 2012, by and between the NRD and USDA-NRCS (NRCS PACT), a copy of which, together with attachments thereto, is attached hereto as EXHIBIT A and incorporated herein by reference; and,

WHEREAS, the CITY, the NRD, and COHA desire to construct, operate and maintain the 2012 PROJECT in accordance with the NRCS PACT and in accordance with this Interlocal Cooperation Act agreement ("this AGREEMENT"),

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter expressed, the parties agree as follows:

1. ESTABLISHMENT OF 2012 PROJECT. The parties hereby establish the 2012 PROJECT, which the parties hereby find and determine will be of general benefit to the NRD, with only incidental special benefit.
2. The CITY'S plans and specifications for construction of the 2012 PROJECT shall be subject to the review and approval of the NRD.
3. RESPONSIBILITIES OF THE CITY.
 - a. The CITY shall administer the 2012 PROJECT.
 - b. The CITY shall retain such consultants as necessary to engineer the 2012 PROJECT.
 - c. The CITY shall retain such contractors as necessary to construct the 2012 PROJECT through the CITY's normal bidding procedures for such construction.
 - d. The CITY shall compensate consultants and/or contractors necessary to construct the 2012 PROJECT.
 - e. The CITY shall obtain any land rights needed for construction, operation and maintenance of the 2012 PROJECT.
 - f. The CITY shall obtain all permits needed for the 2012 PROJECT.
 - g. The CITY agrees to indemnify the COHA and the NRD and hold them harmless from and against any and all liability, causes of action and/or claims for personal injury or property damages arising out of the CITY'S performance or failure to perform one or more of the above and foregoing responsibilities assigned to the CITY in this AGREEMENT.
4. RESPONSIBILITIES OF THE NRD.
 - a. The NRD shall review all plans and specifications for design and construction of the 2012 PROJECT and its approval thereof shall not be unreasonably delayed or withheld.
 - b. The NRD shall pass through to the CITY all cost-share assistance and grants from USDA-NRCS for the 2012 PROJECT.
 - c. The NRD shall reimburse the CITY for 50% of the local share of the engineering and construction costs for the 2012 PROJECT, such reimbursement however to not exceed the sum of \$20,000.
 - d. The NRD shall grant to the CITY the temporary and assignable easement right to enter Outlot 1, Cambridge Estates, a subdivision as surveyed, platted and recorded, Douglas County, Nebraska, owned by the NRD, for the purposes of construction thereon of temporary and permanent portions of the 2012 PROJECT.
 - e. After the completion of construction thereof by the CITY, the NRD at its sole cost and expense shall operate and maintain the permanent 2012 PROJECT works and improvements located in Outlot 1, Cambridge Estates, as constructed by the CITY.
 - h. The NRD agrees to indemnify the CITY and COHA and hold them harmless from and against any and all liability, causes of action and/or claims for personal injury or property damages arising out of the NRD'S performance or failure to perform one or more of the above and foregoing responsibilities assigned to the NRD in this AGREEMENT.

5. RESPONSIBILITIES OF COHA.

- a. COHA shall grant to the CITY the temporary and assignable right to enter Outlot 2, Cambridge Oaks, a subdivision as surveyed, platted and recorded, Douglas County, Nebraska, owned by COHA, for the purposes of construction thereon of temporary and permanent portions of the 2012 PROJECT.
- b. After the completion of construction thereof by the CITY, COHA, at its sole cost and expense shall operate and maintain the permanent 2012 PROJECT improvements located in Outlot 2, Cambridge Oaks subdivision, as constructed by the CITY.
- i. COHA agrees to indemnify the CITY and the NRD and hold them harmless from and against any and all liability, causes of action and/or claims for personal injury or property damages arising out of COHA'S performance or failure to perform one or more of the above and foregoing responsibilities assigned to COHA in this AGREEMENT.

IN WITNESS WHEREOF,

The CITY executed this agreement on _____, 2012.

THE CITY OF OMAHA, NEBRASKA

By. _____

Title: _____

Attest:

City Clerk

The NRD executed this agreement on _____, 2012.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

By. _____
General Manager

The COHA executed this agreement on _____, 2012.

CAMBRIDGE OAKS HOMEOWNERS
ASSOCIATION

By. _____

DRAFT
4-5-12

Title: _____