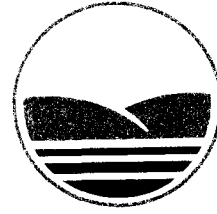


**Programs, Projects & Operations
Subcommittee Meeting
August 12, 2003
7:30 p.m.
Agenda**

**PAPPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT**



8901 S. 154TH ST.
OMAHA, NE 68138-3621
(402) 444-6122
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Programs, Projects & Operations

John Conley, Chairperson
Rich Jansen, Vice-Chairperson
Tim Fowler
Joe Neary
Rich Tesar

Alternate Members: Dick Connealy
Pete Rubin

Staff Liaison: Gerry Bowen
Jerry Herbster
Ralph Puls
Paul Woodward *

1. Meeting Called to Order – Chairperson John Conley
2. Quorum Call
3. Adoption of Agenda
4. Proof of Publication of Meeting Notice
5. Review and Recommendation on Western Sarpy/Clear Creek Flood Reduction Project – Project Cooperation Agreement (PCA) with U.S. Army Corps of Engineers – Nelson Carpenter, COE; Martin Cleveland and Marlin Petermann
6. Review and Recommendation on Lower Platte River Wildlife Management Area Proposal (Jansen Sand Pit Tract) for Environmental Trust Fund Application with Nebraska Game and Parks Commission and Ducks Unlimited – Kirk Nelson, Nebraska Game and Parks Commission, and Gerry Bowen
7. Review and Recommendation on Grant Application and Agreement with FEMA for the West Papillion Creek Watershed Floodplain Remapping Project – Paul Woodward
8. Other Items of Interest
9. Adjourn

**MEMORANDUM TO THE PROGRAMS, PROJECTS AND OPERATIONS
SUBCOMMITTEE:**

SUBJECT: Western Sarpy/Clear Creek Flood Reduction Project
Project Cooperation Agreement (PCA) with U.S. Army Corps of Engineers

DATE: August 1, 2003

BY: Martin P. Cleveland

Attached is a proposed draft Project Cooperation Agreement (PCA) with U.S. Army Corps of Engineers for the Western Sarpy/Clear Creek Flood Reduction Project. This agreement provides for the project construction and related tasks by the Corps. This agreement is the 3rd of three agreements that must be executed in order to construct a project with the Corps. The first two agreements (Pre-construction, Engineering and Design (PED) and Project Management Plan (PMP)) were signed in May, 2001. Work by the Corps up to this point has been done under the authority of these two agreements. On June 16, 2003, the Assistant Secretary of the Army (Corps) issued a memorandum (see attached) that approved the project feasibility report and recommended project funding.

The Corps has is tentatively scheduled to start project construction in September 2003, pending after execution of the PCA. The first construction task will be to construct one of the conservation measures, which will involve clearing/grubbing vegetation on an Island owned by the District (formerly owned by Director Rich Jansen).

It is the staff's recommendation that the Subcommittee recommend to the Board that the General Manager be authorized to execute a Project Cooperation Agreement (PCA) with U.S. Army Corps of Engineers for the Western Sarpy/Clear Creek Flood Reduction Project, in the final form as determined by the General Manager and approved as to form by District Legal Counsel.

Enclosure



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20314-1000

REPLY TO
ATTENTION OF:

16 JUN 2003

CECW-PM (1105-2-10b)

MEMORANDUM FOR THE ACTING ASSISTANT SECRETARY OF THE ARMY
(CIVIL WORKS)

SUBJECT: Western Sarpy/Clear Creek, Lower Platte River and Tributaries, Saunders and Sarpy Counties, Nebraska

1. PURPOSE: To submit an Addendum to the Western Sarpy/Clear Creek Feasibility Report/Environmental Impact Statement (FR/EIS) for approval and transmittal with the resubmitted FR/EIS to the Office of Management and Budget for review and clearance of the project for construction (Enclosure 1).

2. BACKGROUND:

a. Section 101(b)(21) of the Water Resources Development Act (WRDA) of 2000, authorized the Western Sarpy and Clear Creek, Nebraska, flood damage reduction project, subject to the recommendations and conditions contained in the Report of the Chief of Engineers, dated 29 December 2000. The Chief's Report concluded that there is a flood damage reduction project that is technically sound, economically justified, cost effective, and socially acceptable. However, there were several issues that had not been resolved during review of the feasibility report. Accordingly, the Chief's Report recommended that further analysis be conducted during preconstruction engineering and design (PED) and that the recommended plan be modified in accordance with the results of this analysis together with such modifications as in the discretion of the Chief of Engineers may be advisable.

b. The issues to be analyzed during PED include: (1) the engineering constructability as well as timing of the Camp Ashland Levee; (2) remaining concerns regarding certain project costs and benefits; therefore, the reaffirmation of economic feasibility for all elements of the recommended Corps plan; (3) the preparation and approval of a comprehensive Gross Appraisal and a comprehensive Real Estate Plan during PED that address all of the real estate requirements for the proposed project in a manner that is consistent with policy requirements.

c. Army Corps of Engineers Headquarters previously submitted the November 2000 Western Sarpy/Clear Creek FR/EIS to your office on 21 March 2001. For the items required by the conditional approval provided in the Chief's Report, Headquarters completed the policy compliance review of a Limited Reevaluation Report (LRR) on

CECW-PM

SUBJECT: Western Sarpy/Clear Creek, Lower Platte River and Tributaries, Saunders and Sarpy Counties, Nebraska

6 February 2003 (Enclosure 2) with all comments resolved. No changes to the scope of the authorized project are recommended. Given the nature of the analyses documented in the LRR, a decision was made to call the document an "Addendum" to the November 2000 FR/EIS.

3. DISCUSSION:

a. The Addendum, which has been placed at the front of the FR/EIS, documents the following activities accomplished and changes made during PED related to issues identified in the Chief's Report:

- Economic feasibility – A reanalysis of project costs and benefits shows that all elements of the recommended project are economically feasible.
- Camp Ashland – The original ring levee plan will be replaced with a levee segment aligned along the east side of the camp and along the Platte River to protect against the 50-year flood.
- Raising of buildings located between the proposed levees – Costs of raising structures, including real estate costs, and the cost of flowage easements on lands between the levees affected by the induced stages from the project were reexamined and are no longer included as part of the Federally cost-shared project. The non-Federal sponsor will comply with Federal and State floodplain mitigation requirements, and so these costs are included in the project benefit cost analysis.
- Comprehensive gross appraisal and real estate plan – Completed in April 2003 (Enclosure 3).

b. The estimated total cost of the recommended plan is \$19,996,000. Of that total, an estimated \$18,871,000 is cost-sharable, with a Federal cost of \$12,266,000 and a non-Federal cost of \$6,605,000. With average annual costs for the project estimated at \$1,191,000 and average annual flood damage reduction benefits attributable to the project estimated at \$1,482,000, there is a favorable benefit to cost ratio of 1.25 to 1 (left bank is 1.29 to 1 and right bank is 1.19 to 1).


c. Revised draft letters to OMB (Enclosure 4) and Congress are also enclosed (Enclosure 5).

CECW-PM

SUBJECT: Western Sarpy/Clear Creek, Lower Platte River and Tributaries, Saunders and Sarpy Counties, Nebraska

4. RECOMMENDATION: That the Western Sarpy/Clear Creek Feasibility Report/EIS and Addendum be approved and transmitted to the Office of Management and Budget to obtain Administration clearance and allow the Corps to budget for construction of the project.

FOR THE COMMANDER:



ROBERT H. GRIFFIN
Major General, USA
Director of Civil Works

Encls

1. Addendum to FR/EIS (March 2003)
2. MFR March 2003, HQUSACE Review
Comments/ District Proposed Actions
3. Real Estate Plan
4. Proposed Draft Letter to OMB
5. Proposed Draft Letters to Congress

PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND

The Papio-Missouri River Natural Resources District, the Lower Platte North Natural Resources District, and the Lower Platte South Natural Resources District
FOR CONSTRUCTION OF THE
Western Sarpy/Clear Creek Flood Reduction Project

THIS AGREEMENT is entered into this _____ day of _____, 20__, by and between the Department of the Army (hereinafter the "Government"), represented by the Assistant Secretary of the Army (Civil Works), and the Papio-Missouri River Natural Resources District, the Lower Platte North Natural Resources District, and the Lower Platte South Natural Resources District (hereinafter the "Non-Federal Sponsors"), represented by the General Managers of each respective Natural Resources District.

WITNESSETH, THAT:

WHEREAS, construction of the Western Sarpy/Clear Creek Flood Reduction Project at Western Sarpy/Clear Creek, Sarpy and Saunders Counties, Nebraska was authorized by Section 101 (b) (21) of the Water Resources Development Act of 2000;

WHEREAS, the Government and the Non-Federal Sponsors desire to enter into a Project Cooperation Agreement for construction of the Western Sarpy/Clear Creek Flood Reduction Project (hereinafter the "Project", as defined in Article I.A. of this Agreement);

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost-sharing requirements applicable to the Project;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, and Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, provide that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, the Non-Federal Sponsors do not qualify for a reduction of the maximum non-Federal cost share pursuant to the guidelines that implement Section 103(m) of the Water Resources Development Act of 1986, Public Law 99-662, as amended;

WHEREAS, Section 902 of Public Law 99-662 establishes the maximum amount of costs for the Western Sarpy/Clear Creek Flood Reduction Project and sets forth procedures for adjusting such maximum amount; and

WHEREAS, the Government and Non-Federal Sponsors have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the construction of the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Non-Federal Sponsors agree as follows:

ARTICLE I -DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

A. The term "Project" shall mean levee improvements to the existing Western Sarpy Levee including new levee improvements to the existing riverward of the Beacon View development; levee improvements to the existing Clear Creek Levee including extension of the levee; levee weir development for reach between Camp Ashland and Burlington Northern Santa Fe railroad embankment; wetland mitigation; including flooding mitigation; and conservation measures for threatened and endangered species as generally described in the Chiefs Report accompanied by the reports of the district and division engineers (Feasibility Report and Environmental Impact Statement dated November 2000 with March 2003 Addendum), dated December 29, 2000 and approved by Chief of Engineers on June 16, 2003.

B. The term "total project costs" shall mean all costs incurred by the Non-Federal Sponsors and the Government in accordance with the terms of this Agreement directly related to construction of the Project. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: continuing planning and engineering costs incurred after October 1, 1985; advanced engineering and design costs; preconstruction engineering and design costs; engineering and design costs during construction; the costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XV.A. of this Agreement; costs of historic preservation activities in accordance with Article XVIII.A. of this Agreement; actual construction costs, including the costs of alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto; supervision and administration costs; costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, relocations, and suitable borrow and dredged or excavated material disposal areas for which the Government affords credit in accordance with Article IV of this Agreement; and costs of audit in accordance with Article X of this Agreement. The term does not include any costs for operation, maintenance, repair, replacement, or rehabilitation; any costs due to betterments; or any costs of dispute resolution under Article VII of this Agreement.

C. The term "financial obligation for construction" shall mean a financial obligation of the Government, other than an obligation pertaining to the provision of lands, easements, rights-of-way, relocations, and borrow and dredged or excavated material disposal areas, that results or would result in a cost that is or would be included in total project costs.

D. The term "non-Federal proportionate share" shall mean the ratio of the Non-Federal Sponsors' total cash contribution required in accordance with Articles II.D.1. and II.D.3. of this Agreement to total financial obligations for construction, as projected by the Government.

E. The term "period of construction" shall mean the time from the date the Government first notifies the Non-Federal Sponsors in writing, in accordance with Article VI.B. of this Agreement, of the scheduled date for issuance of the solicitation for the first construction contract to the date that the U.S. Army Engineer for the Omaha District (hereinafter the "District Engineer") notifies the Non-Federal Sponsors in writing of the Government's determination that construction of the Project is complete.

F. The term "highway" shall mean any public highway, roadway, street, or way, including any bridge thereof.

G. The term "relocation" shall mean providing a functionally equivalent facility to the owner of an existing utility, cemetery, highway or other public facility, or railroad (excluding existing railroad bridges and approaches thereto) when such action is authorized in accordance with applicable legal principles of just compensation or as otherwise provided in the authorizing legislation for the Project or any report referenced therein. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant removal of the affected facility or part thereof.

H. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

I. The term "functional portion of the Project" shall mean a portion of the Project that is suitable for tender to the Non-Federal Sponsors to operate and maintain in advance of completion of the entire Project. For a portion of the Project to be suitable for tender, the District Engineer must notify the Non-Federal Sponsors in writing of the Government's determination that the portion of the Project is complete and can function independently and for a useful purpose, although the balance of the Project is not complete.

J. The term "betterment" shall mean a change in the design and construction of an element of the Project resulting from the application of standards that the Government determines exceed those that the Government would otherwise apply for accomplishing the design and construction of that element.

ARTICLE II -OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSORS

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter, the "Congress") and using those funds and funds provided by the Non-Federal Sponsors, shall expeditiously construct the Project (including alteration,

lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto), applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.

1. The Government shall afford the Non-Federal Sponsors the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations. The Government shall not issue the solicitation for the first construction contract until the Non-Federal Sponsors have confirmed in writing their willingness to proceed with the Project. To the extent possible, the Government shall afford the Non-Federal Sponsors the opportunity to review and comment on all contract modifications, including change orders, prior to the issuance to the contractor of a Notice to Proceed. In any instance where providing the Non-Federal Sponsors with notification of a contract modification or change order is not possible prior to issuance of the Notice to Proceed, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsors the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsors, but the contents of solicitations, award of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

2. Throughout the period of construction, the District Engineer shall furnish the Non-Federal Sponsors with a copy of the Government's Written Notice of Acceptance of Completed Work for each contract for the Project.

B. The Non-Federal Sponsors may request the Government to accomplish betterments. Such requests shall be in writing and shall describe the betterments requested to be accomplished. If the Government in its sole discretion elects to accomplish the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsors in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsors shall be solely responsible for all costs due to the requested betterments and shall pay all such costs in accordance with Article VI.C. of this Agreement.

C. When the District Engineer determines that the entire Project is complete or that a portion of the Project has become a functional portion of the Project, the District Engineer shall so notify the Non-Federal Sponsors in writing and furnish the Non-Federal Sponsors with an Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual (hereinafter the "OMRR&R Manual") and with copies of all of the Government's Written Notices of Acceptance of Completed Work for all contracts for the Project or the functional portion of the Project that have not been provided previously. Upon such notification, the Non-Federal Sponsors shall operate, maintain, repair, replace, and rehabilitate the entire

Project or the functional portion of the Project in accordance with Article VIII of this Agreement.

D. The Non-Federal Sponsors shall contribute a minimum of 35 percent, but not to exceed 50 percent, of total project costs in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsors shall provide a cash contribution equal to 5 percent of total project costs in accordance with Article VI.B. of this Agreement.

2. In accordance with Article III of this Agreement, the Non-Federal Sponsors shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsors must provide for the construction, operation, and maintenance of the Project, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the construction, operation, and maintenance of the Project.

3. If the Government projects that the value of the Non-Federal Sponsors' contributions under paragraphs D.1. and D.2. of this Article and Articles V, X, and XV.A. of this Agreement will be less than 25 percent of total project costs, the Non-Federal Sponsors shall provide an additional cash contribution, in accordance with Article VI.B. of this Agreement, in the amount necessary to make the Non-Federal Sponsors' total contribution equal to 25 percent of total project costs.

4. If the Government determines that the value of the Non-Federal Sponsors' contributions provided under paragraphs D.2. and D.3. of this Article and Articles V, X, and XV.A. of this Agreement has exceeded 45 percent of total project costs, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsors for any such value in excess of 45 percent of total project costs. After such a determination, the Government, in its sole discretion, may provide any remaining Project lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas and perform any remaining Project relocations on behalf of the Non-Federal Sponsors.

E. The Non-Federal Sponsors may request the Government to provide lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or perform relocations on behalf of the Non-Federal Sponsor. Such requests shall be in writing and shall describe the services requested to be performed. If in its sole discretion the Government elects to perform the requested services or any portion thereof, it shall so notify the Non-Federal Sponsors in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsors shall be solely responsible for all costs of the requested services and shall pay all such costs in accordance with Article VI.C. of this Agreement. Notwithstanding the provision of lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or performance of relocations by the Government, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for the costs of cleanup and response in accordance with Article XV.C. of this Agreement.

F. The Government shall perform a final accounting in accordance with Article VI.D. of this Agreement to determine the contributions provided by the Non-Federal Sponsors in accordance with paragraphs B., D., and E. of this Article and Articles V, X, and XV.A. of this Agreement and to determine whether the Non-Federal Sponsors have met their obligations under paragraphs B., D., and E. of this Article.

G. The Non-Federal Sponsors shall not use Federal funds to meet the Non-Federal Sponsors' share of total project costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

H. The Non-Federal Sponsors agree to participate in and comply with applicable Federal floodplain management and flood insurance programs.

I. Not less than once each year the Non-Federal Sponsors shall inform affected interests of the extent of protection afforded by the Project.

J. The Non-Federal Sponsors shall publicize flood plain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in preventing unwise future development in the flood plain and in adopting such regulations as may be necessary to prevent unwise future development and to ensure compatibility with protection levels provided by the Project.

K. The Non-Federal Sponsors shall comply with Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), which requires a Non-Federal interest to have prepared within one year after the date of signing this Agreement, a floodplain management plan. The plan shall be designed to reduce the impacts of future flood events in the project area, including but not limited to, addressing those measures to be undertaken by Non-Federal interests to preserve the level of flood protection provided by this Project. As required by Section 402, as amended, the Non-Federal interest shall implement such plan not later than one year after completion of construction of the Project. The Non-Federal Sponsors shall provide an information copy of the plan to the Government upon its preparation.

ARTICLE III -LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government, after consultation with the Non-Federal Sponsors, shall determine the lands, easements, and rights-of-way required for the construction, operation, and maintenance of the Project, including those required for relocations, borrow materials, and dredged or excavated material disposal. The Government in a timely manner shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsors must provide, in detail sufficient to enable the Non-Federal Sponsors

to fulfill their obligations under this paragraph, and shall provide the Non-Federal Sponsors with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the end of the period of construction, the Non-Federal Sponsors shall acquire all lands, easements, and rights-of-way set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each construction contract, the Non-Federal Sponsors shall provide the Government with authorization for entry to all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsors must provide for that contract. For so long as the Project remains authorized, the Non-Federal Sponsors shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the operation and maintenance of the Project and that were provided by the Non-Federal Sponsors are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsors, shall determine the improvements required on lands, easements, and rights-of-way to enable the proper disposal of dredged or excavated material associated with the construction, operation, and maintenance of the Project. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsors with general written descriptions of such improvements in detail sufficient to enable the Non-Federal Sponsors to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsors with a written notice to proceed with construction of such improvements. Prior to the end of the period of construction, the Non-Federal Sponsors shall provide all improvements set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government construction contract, the Non-Federal Sponsors shall prepare plans and specifications for all improvements the Government determines to be required for the proper disposal of dredged or excavated material under that contract, submit such plans and specifications to the Government for approval, and provide such improvements in accordance with the approved plans and specifications.

C. The Government, after consultation with the Non-Federal Sponsors, shall determine the relocations necessary for the construction, operation, and maintenance of the Project, including those necessary to enable the removal of borrow materials and the proper disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of such relocations in detail sufficient to enable the Non-Federal Sponsors to fulfill their obligations under this paragraph, and shall provide the Non-Federal Sponsors with a written notice to proceed with such relocations. Prior to the end of the period of construction, the Non-Federal Sponsors shall perform or ensure the performance of all relocations as set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government construction contract, the Non-Federal Sponsors shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all relocations the Government determines to be necessary for that contract.

D. The Non-Federal Sponsors in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to paragraphs A., B., or C. of this Article. Upon receipt of such documents the Government, in accordance with Article IV of this Agreement and in a timely manner, shall determine the value of such contribution, include such value in total project costs, and afford credit for such value toward the Non-Federal Sponsors' share of total project costs.

E. The Non-Federal Sponsors shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for the construction, operation, and maintenance of the Project, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV -CREDIT FOR VALUE OF LANDS, RELOCATIONS, AND DISPOSAL AREAS

A. The Non-Federal Sponsors shall receive credit toward their share of total project costs for the value of the lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsors must provide pursuant to Article III of this Agreement, and for the value of the relocations that the Non-Federal Sponsors must perform or for which they must ensure performance pursuant to Article III of this Agreement. However, the Non-Federal Sponsors shall not receive credit for the value of any lands, easements, rights-of-way, relocations, or borrow and dredged or excavated material disposal areas that have been provided previously as an item of cooperation for another Federal project. The Non-Federal Sponsors also shall not receive credit for the value of lands, easements, rights-of-way, relocations, or borrow and dredged or excavated material disposal areas to the extent that such items are provided using Federal funds unless the Federal granting agency verifies in writing that such credit is expressly authorized by statute.

B. For the sole purpose of affording credit in accordance with this Agreement, the value of lands, easements, and rights-of-way, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsors on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsors provides the Government with authorization for entry thereto. The fair market value of

lands, easements, or rights-of-way acquired by the Non-Federal Sponsors after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph B.3. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with paragraph B.2.a. of this Article, unless thereafter a different amount is determined to represent fair market value in accordance with paragraph B.2.b. of this Article.

a. The Non-Federal Sponsors shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsors and the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsors' appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsors' appraisal, the Non-Federal Sponsors may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsors' second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsors' second appraisal, or the Non-Federal Sponsors choose not to obtain a second appraisal, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsors. In the event the Non-Federal Sponsors do not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsors, shall consider the Government's and the Non-Federal Sponsors' appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsors for the real property interest exceeds the amount determined pursuant to paragraph B.2.a. of this Article, the Government, at the request of the Non-Federal Sponsors, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsors, may approve in writing an amount greater than the amount determined pursuant to paragraph B.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsors, but no less than the amount determined pursuant to paragraph B.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsors shall, prior to instituting such proceedings, submit to the Government notification in writing of their intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60-day period, the Non-Federal Sponsors shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60-day period, the Government and the Non-Federal Sponsors shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsors agree as to an appropriate amount, then the Non-Federal Sponsors shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsors cannot agree as to an appropriate amount, then the Non-Federal Sponsors may use the amount set forth in their appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with sub-paragraph B.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for the construction, operation, and maintenance of the Project, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsors within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with Article III.E. of this Agreement.

C. After consultation with the Non-Federal Sponsors, the Government shall determine the value of relocations in accordance with the provisions of this paragraph.

1. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a relocation of a highway, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Nebraska would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. Relocation costs shall include, but not necessarily be limited to, actual costs of performing the relocation; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, but shall not include any costs due to betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available. Relocation costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

4. Crediting for relocations performed within the Project boundaries is subject to satisfactory compliance with applicable federal labor laws covering non-Federal construction, including, but not limited to the Davis-Bacon Act (40 USC 276a et seq), the Contract Work Hours and Safety Standards Act (40 USC 327 et seq), and the Copeland Anti-Kickback Act (40 USC 276c). Crediting may be withheld, in whole or in part, as a result of the Non-Federal Sponsors' failure to comply with its obligations under these laws.

D. The value of the improvements made to lands, easements, and rights-of-way for the proper disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs due to betterments, as determined by the Government.

ARTICLE V -PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsors and the Government, not later than 30 days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the period of construction. The Government's Project Manager and the counterparts named by the Non-Federal Sponsors shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsors' counterparts shall keep the Project Coordination Team informed of the progress of construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the period of construction, the Project Coordination Team shall generally oversee the Project, including issues related to design; plans and specifications; scheduling; real property and relocation requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with the Davis-Bacon Act, Contract Work Hours and Safety Standards Act and the Copeland Anti-Kickback Act for relocations; the Government's cost projections; final inspection of the entire Project or functional portions of the Project; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, replacement, and rehabilitation of the Project; and other related matters. This oversight shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsors.

D. The Project Coordination Team may make recommendations that it deems warranted to the District Engineer on matters that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for construction of the Project, has the discretion to accept, reject, or modify the Project Coordination Team's recommendations.

E. The costs of participation in the Project Coordination Team shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

ARTICLE VI -METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties and current projections of total project costs and costs due to betterments. By 1 September of each year and at least quarterly thereafter, the Government shall provide the Non-Federal Sponsors with a report setting forth all contributions provided to date and the current projections of total project costs, of total costs due to betterments, of the maximum amount of total project costs determined in accordance with Article XIX of this Agreement, of the components of total project costs, of each party's share of total project costs, of the Non-Federal Sponsors' total cash contributions required in accordance with Articles II.B., II.D., and II.E. of this Agreement, of the non-Federal proportionate share, and of the funds the Government projects to be required from the Non-Federal Sponsors for the upcoming fiscal year. On the effective date of this Agreement, total project costs are projected to be \$18,871,000, and the Non-Federal Sponsors' cash contribution required under Article II.D. of this Agreement is projected to be \$1,369,000. Such amounts are estimates subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

B. The Non-Federal Sponsors shall provide the cash contribution required under Articles II.D.1. and II.D.3. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 30 calendar days prior to the scheduled date for issuance of the solicitation for the first construction contract, the Government shall notify the Non-Federal Sponsors in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsors to meet the non-Federal proportionate share of projected financial obligations for construction through the first fiscal year of construction, including the non-Federal proportionate share of financial obligations for construction incurred prior to the commencement of the period of construction. Not later than such scheduled date, the Non-Federal Sponsors shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, Omaha" to the District Engineer or verifying to the satisfaction of the Government that the Non-Federal Sponsors has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors or presenting the Government with an irrevocable letter of credit acceptable to the Government for the required funds or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. For the second and subsequent fiscal years of construction, the Government shall notify the Non-Federal Sponsors in writing, no later than 60 calendar days prior to the beginning of that fiscal year, of the funds the Government determines to be required from the Non-Federal Sponsors to meet the non-Federal proportionate share of projected financial obligations for construction for that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Non-Federal Sponsors shall make the full amount of the required funds for that fiscal year available to the Government through any of the payment mechanisms specified in Article VI.B.1. of this Agreement.

3. The Government shall draw from the funds provided by the Non-Federal Sponsors such sums as the Government deems necessary to cover: (a) the non-Federal proportionate share of financial obligations for construction incurred prior to the commencement of the period of construction; and (b) the non-Federal proportionate share of financial obligations for construction as they are incurred during the period of construction.

4. If at any time during the period of construction the Government determines that additional funds will be needed from the Non-Federal Sponsors to cover the non-Federal proportionate share of projected financial obligations for construction for the current fiscal year, the Government shall notify the Non-Federal Sponsors in writing of the additional funds required, and provide an explanation of why additional funds are required, and the Non-Federal Sponsors, no later than 60 calendar days from receipt of such notice, shall make the additional required funds available through any of the payment mechanisms specified in Article VI.B.1. of this Agreement.

C. In advance of the Government incurring any financial obligation associated with additional work under Article II.B. or II.E. of this Agreement, the Non-Federal Sponsors shall provide the Government with the full amount of the funds required to pay for such additional work through any of the payment mechanisms specified in Article VI.B.1. of this Agreement. The Government shall draw from the funds provided by the Non-Federal Sponsors such sums as the Government deems necessary to cover the Government's

financial obligations for such additional work as they are incurred. In the event the Government determines that the Non-Federal Sponsors must provide additional funds to meet their cash contribution, the Government shall notify the Non-Federal Sponsors in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days thereafter, the Non-Federal Sponsors shall provide the Government with the full amount of the additional required funds through any of the payment mechanisms specified in Article VI.B.1. of this Agreement.

D. Upon completion of the Project or termination of this Agreement, and upon resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with the results of the final accounting. The final accounting shall determine total project costs, each party's contribution provided thereto, and each party's required share thereof. The final accounting also shall determine costs due to betterments and the Non-Federal Sponsors' cash contribution provided pursuant to Article II.B. of this Agreement.

1. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsors is less than their required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement, the Non-Federal Sponsors shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsors' required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement by delivering a check payable to "FAO, USAED, Omaha" to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsors exceeds their required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement, the Government shall, subject to the availability of funds, refund the excess to the Non-Federal Sponsors no later than 90 calendar days after the final accounting is complete; however, the Non-Federal Sponsors shall not be entitled to any refund of the 5 percent cash contribution required pursuant to Article II.D.1. of this Agreement. In the event existing funds are not available to refund the excess to the Non-Federal Sponsors, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VII -DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the

services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION (OMRR&R)

A. Upon notification in accordance with Article II.C. of this Agreement and for so long as the Project remains authorized, the Non-Federal Sponsors shall operate, maintain, repair, replace, and rehabilitate the entire Project or the functional portion of the Project, at no cost to the Government, in a manner compatible with the Project's authorized purposes and in accordance with applicable Federal and State laws as provided in Article XI of this Agreement and specific directions prescribed by the Government in the OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsors hereby give the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsors owns or controls for access to the Project for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. If an inspection shows that the Non-Federal Sponsors for any reason is failing to perform their obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsors. If, after 30 calendar days from receipt of notice, the Non-Federal Sponsors continue to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsors owns or controls for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Non-Federal Sponsors of responsibility to meet the Non-Federal Sponsors' obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

ARTICLE IX -INDEMNIFICATION

Subject to the provisions of Article XX of this Agreement, the Non-Federal Sponsors shall hold and save the Government free from all damages arising from the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project and any Project-related betterments, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X -MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsors shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant

to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after the period of construction and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsors shall each allow the other to inspect such books, documents, records, and other evidence.

B. Pursuant to 32 C.F.R. Section 33.26, the Non-Federal Sponsors is responsible for complying with the Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507, as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsors and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsors and independent auditors any information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the Project shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

ARTICLE XI -FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsors and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army." The Non-Federal Sponsors are also required to comply with all applicable federal labor standards requirements including, but not limited to the Davis-Bacon Act (40 USC 276a et seq), the Contract Work Hours and Safety Standards Act (40 USC 327 et seq) and the Copeland Anti-Kickback Act (40 USC 276c).

ARTICLE XII -RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE XIII -OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XIV -TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsors fails to fulfill their obligations under Article II.B., II.D., II.E., VI, or XVIII.C. of this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Non-Federal Sponsors in writing, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Non-Federal Sponsors elects to terminate this Agreement.

C. In the event that either party elects to terminate this Agreement pursuant to this Article or Article XV of this Agreement, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.D. of this Agreement.

D. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article XV of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the

Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

ARTICLE XV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsors shall perform, or cause to be performed, any investigations for hazardous substances that the Government or the Non-Federal Sponsors determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"), 42 U.S.C. Sections 9601-9675, that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the construction, operation, and maintenance of the Project. However, for lands that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsors with prior specific written direction, in which case the Non-Federal Sponsors shall perform such investigations in accordance with such written direction. All actual costs incurred by the Non-Federal Sponsors for such investigations for hazardous substances shall be included in total project costs and cost shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the construction, operation, and maintenance of the Project, the Non-Federal Sponsors and the Government shall provide prompt written notice to each other, and the Non-Federal Sponsors shall not proceed with the acquisition of the real property interests until all parties agree that the Non-Federal Sponsors should proceed.

C. The Government and the Non-Federal Sponsors shall determine whether to initiate construction of the Project, or, if already in construction, whether to continue with work on the Project, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the construction, operation, and maintenance of the Project. Should the Government and the Non-Federal Sponsors determine to initiate or continue with construction after considering any liability that may arise under CERCLA, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for the costs of clean-up and response, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not

be considered a part of total project costs. In the event the Non-Federal Sponsors fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Non-Federal Sponsors' responsibilities under this paragraph upon direction by the Government, the Government may, in its sole discretion, either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the Project.

D. The Non-Federal Sponsors and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsors, the Non-Federal Sponsors shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsors shall operate, maintain, repair, replace, and rehabilitate the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XVI -NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and either delivered personally or by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

Steven G. Oltmans, General Manager
Papio-Missouri River NRD
8901 South 154th Street
Omaha, Nebraska 68138-4978

John R. Miyoshi, General Manager
Lower Platte North NRD
P.O. Box 126
Wahoo , Nebraska 68066

Glenn D. Johnson, General Manager
Lower Platte South NRD
3125 Portia
P.O. Box 83581
Lincoln, Nebraska 68501-3581

If to the Government:

U.S. Army Corps of Engineers, Omaha District
Attn: CENWO-PM-AP
106 South 15th Street
Omaha, Nebraska 68102-1618

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVII -CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVIII - HISTORIC PRESERVATION

A. The costs of identification, survey and evaluation of historic properties shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

B. As specified in Section 7(a) of Public Law 93-291 (16 U.S.C. Section 469c(a)), the costs of mitigation and data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in total project costs, up to the statutory limit of one percent of the total amount authorized to be appropriated for the Project.

C. The Government shall not incur costs for mitigation and data recovery that exceed the statutory one percent limit specified in paragraph B. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit in accordance with Section 208(3) of Public Law 96-515 (16 U.S.C. Section 469c-2(3)). Any costs of mitigation and data recovery that exceed the one percent limit shall not be included in total project costs but shall be cost shared between the Non-Federal Sponsor and the Government consistent with the minimum non-Federal cost sharing requirements for the underlying flood control purpose, as follows: 35 percent borne by the Non-Federal Sponsor, and 65 percent borne by the Government.

ARTICLE XIX -SECTION 902 PROJECT COST LIMITS

The Non-Federal Sponsor has reviewed the provisions set forth in Section 902 of Public Law 99-662, as amended, and understands that Section 902 establishes the maximum amount of total project costs for the Western Sarpy/Clear Creek Flood Reduction Project. Notwithstanding any other provision of this Agreement, the Government shall not make a new Project financial obligation, make a Project expenditure, or afford credit toward total project costs for the value of any contribution provided by the Non-Federal Sponsors, if

such obligation, expenditure, or credit would result in total project costs exceeding this maximum amount, unless otherwise authorized by law. On the effective date of this Agreement, this maximum amount is estimated to be \$18,871,200, as calculated in accordance with ER 1105-2-100 using October 1, 2000 price levels and allowances for projected future inflation. The Government shall adjust this maximum amount in accordance with Section 902.

ARTICLE XX - OBLIGATIONS OF FUTURE APPROPRIATIONS

A. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the Legislature of the State of Nebraska, where creating such an obligation would be inconsistent with Article XIII, Section I of the Nebraska Constitution.

B. The Non-Federal Sponsors intend to satisfy their obligations under this Agreement. The Non-Federal Sponsor shall include in its budget request or otherwise propose, for each fiscal period, appropriations sufficient to cover the Non-Federal Sponsor's obligations under this Agreement for each year, and will use all reasonable and lawful means to secure the appropriations for that year sufficient to make the payments necessary to fulfill its obligations hereunder. The Non-Federal Sponsors reasonably believes that funds in amounts sufficient to discharge these obligations can and will lawfully be appropriated and made available for this purpose. In the event the budget or other means of appropriations does not provide funds in sufficient amounts to discharge these obligations, the Non-Federal Sponsors shall use their best efforts to satisfy any requirements for payments under this Agreement from any other source of funds legally available for this purpose. Further, if the Non-Federal Sponsors are unable to satisfy their obligations hereunder, the Government may exercise any legal rights it has to protect the Government's interests related to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

DEPARTMENT OF THE ARMY

Papio-Missouri River NRD

BY: _____
Colonel Kurt F. Ubbelohde
Omaha District Commander

BY: _____
Steven G. Oltmans
General Manager

DATE: _____

DATE: _____

Lower Platte North NRD

BY: _____
John R. Miyoshi
General Manager

DATE: _____

Lower Platte South NRD

BY: _____
Glenn D. Johnson
General Manager

DATE: _____

CERTIFICATE OF AUTHORITY

I, Paul F. Peters, do hereby certify that I am the principal legal officer of the Papio-Missouri River NRD, that the Papio-Missouri River NRD is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Papio-Missouri River NRD in connection with the Western Sarpy/Clear Creek Flood Reduction Project, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the Papio-Missouri River NRD have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 20____.

Paul F. Peters
Legal Counsel

CERTIFICATE OF AUTHORITY

I, Loren R. Johns, do hereby certify that I am the principal legal officer of the Lower Platte North NRD, that the Lower Platte North NRD is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Lower Platte North NRD in connection with the Western Sarpy/Clear Creek Flood Reduction Project, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the Lower Platte North NRD have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 20____.

Loren R. Johns
Legal Counsel

CERTIFICATE OF AUTHORITY

I, Steven G. Seglin, do hereby certify that I am the principal legal officer of the Lower Platte South NRD, that the Lower Platte South NRD is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Lower Platte South NRD in connection with the Western Sarpy/Clear Creek Flood Reduction Project, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the Lower Platte South NRD have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 20____.

Steven G. Seglin
Legal Counsel

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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 undersigned 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 under grants, loans, and cooperative agreements) and that all subrecipients 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.

Steven G. Oltmans
General Manager
Papio-Missouri River NRD

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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 undersigned 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 under grants, loans, and cooperative agreements) and that all subrecipients 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.

John R. Miyoshi
General Manager
Lower Platte North NRD

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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 undersigned 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 under grants, loans, and cooperative agreements) and that all subrecipients 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.

Glenn D. Johnson
General Manager
Lower Platte South NRD

DATE: _____

Memo to: Programs, Projects and Operations Subcommittee

Subject: Lower Platte River Wildlife Management Area (Jansen Tract)
Environmental Trust Fund Application with Nebraska Game and Parks
Commission and Ducks Unlimited

Date: August 4, 2003

By: Gerry Bowen

In the course of acquiring right-of-way for the Western Sarpy Project, discussions were held with the Nebraska Game and Parks Commission (NGPC) about acquiring and managing the remaining portion of the sand pit (see attached map) owned by Director Rich Jansen and developing it as a wildlife management area with limited public use.

NGPC evaluated the area and determined there is merit in the project and decided to proceed with an application to the Nebraska Environmental Trust Fund (NETF) for funding to acquire the land. It was suggested that the District be the sponsor of the application and use the purchase price of the other part of the Jansen Tract as matching funds. NGPC would be the de facto sponsor of the project, prepare the application, and develop, operate and maintain the project.

The project would acquire the Jansen Tract (approximately 197 acres), develop the area for fishing and waterfowl habitat, and install the public-use amenities appropriate to these types of areas.

It is believed that NGPC will utilize other funding sources to develop the fishery and wildlife habitat, including assistance from Ducks Unlimited. They may request cost share assistance from the District for development of the area. The total development costs have not yet been determined.

The deadline for NETF applications is September 8, 2003 (September Board meeting scheduled for September 11, 2003), thus action is needed at the August meeting.

Management recommends that the subcommittee recommend to the Board that the General Manager be authorized to submit an application to the Nebraska Environmental Trust for the Lower Platte River Wildlife Management Area Project (Jansen Tract).

FAIRVIEW ROAD

NRD TRACT

117 ACRES +/-

JANSEN TRACT

197 ACRES +/-

252ND STREET



NO SCALE

Memorandum

To: PPO Subcommittee
From: Paul Woodward, Water Resources Engineer
Date: August 5, 2003
Re: Cooperating Technical Partners Grant Application and Agreements for the West Papillion Creek Watershed Floodplain Remapping Project

Back in April of this year, the District entered into a Partnership Agreement with FEMA to become a Cooperating Technical Partner (CTP) and work with FEMA to create and maintain accurate, up-to-date flood hazard data. In this agreement, members from both parties agreed to begin assessing flood map modernization needs for the area and developing projects to address these needs. The District and FEMA have worked together to identify priority projects and have developed a scope for remapping the West Papillion Creek watershed. This scope is known as a Mapping Activities Statement (MAS) and is attached. The MAS describes the many activities that are required to complete a flood hazard study and identifies who is responsible for completing these activities. In summary, the District would be responsible for providing project management and contracting professional services to survey cross-sections and structures, provide accurate topographic data and base map information, update hydrology for the West Papio watershed, revise hydraulics for the West Papio Creek and its tributaries, redelineate floodplain and floodway boundaries, and prepare Digital Flood Insurance Rate Maps (DFIRMs) for the project area. FEMA's contractor would be responsible for providing QA/QC of all products and merging revised DFIRMs from the project with county-wide DFIRMs for both Douglas and Sarpy County, NE.

In order to fund this project, FEMA sent the attached letter inviting the District to submit an application to participate in the CTP Grant Program. The anticipated funding from the grant is \$349,900 and no local funding match is required. However, funding from the District estimated at \$32,100 (already budgeted in Aerial Mapping) will be used to develop new aerial photography and topography needed for this project and will provide a cost-share of about 12% out of a total estimated project cost of \$382,000. Please see the attached budget information (FEMA Form 20-20). It is estimated that this project would begin at the end of September 2003 and take until March of 2006 to complete. Applications for this funding have been completed and are attached.

Based on the need for updated flood hazard data and mapping in the quickly developing West Papillion Creek Watershed, staff recommends that the following resolution be adopted by the Board.

BE IT RESOLVED by the Board of Directors of the Papio-Missouri River Natural Resources District, that the District should apply to the Federal Emergency Management Agency (FEMA) under the FEMA Cooperating Technical Partners (CTP) Program, for CTP grants in the maximum obtainable amount (presently estimated to be \$349,900) towards the cost of mapping activities needed to update the FEMA flood maps for the West Branch Papillion Creek and its tributaries, and should apply for technical assistance, training, data and other assistance available from FEMA under the CTP Program to support such mapping activities; and, be it further resolved, that the General Manager of the District is hereby authorized to carry out the West Papillion Creek Watershed Floodplain Remapping Project and to execute, for and on behalf of the District, Applications for Federal Assistance for such FEMA CTP grants, a CTP Cooperative Agreement with FEMA, CTP Mapping Activity Statements, and such other applications, assurances, certificates, reports and other documents, and amendments thereto, as the General Manager determines necessary to obtain such CTP grants and other mapping activity assistance from FEMA.



**Papio-Missouri River
Natural Resources District
COOPERATING TECHNICAL PARTNERS
MAPPING ACTIVITY STATEMENT**

Mapping Activity Statement No. 1 – Digital Flood Insurance Rate Map Production and Development of Updated Flood Data

In accordance with the Cooperating Technical Partners (CTP) Partnership Agreement dated April 11, 2003 between the Papio-Missouri River Natural Resources District (P-MRNRD) and the Federal Emergency Management Agency (FEMA), Mapping Activity Statement (MAS) No. 1 is as follows.

SECTION 1—OBJECTIVE AND SCOPE

The objective of the Flood Map Project documented in this MAS is to develop a Digital Flood Insurance Rate Map (DFIRM) and Flood Insurance Study (FIS) report for Douglas and Sarpy County, Nebraska; including the City of Omaha (315274), the City of Ralston (310077), the City of Elkhorn (310075), the City of Valley (310078), the Village of Waterloo (310079), the Village of Bennington (310074), Douglas County Unincorporated Areas (310073), the City of Bellevue (310191), the City of Papillion (315275), the City of La Vista (310192), the City of Springfield (310194), and Sarpy County Unincorporated Areas (310190). The DFIRM and FIS report will be produced in the Countywide Format.

In addition, the Mapping Partners involved in this project will develop new and/or updated flood hazard data for the flooding sources summarized in the table below.

Flooding Source	Reach Limits	Reach Length (mi)	Hydrologic Analyses	Hydraulic Analyses	Floodplain Mapping	Redelineation Using Effective Flood Profiles and Updated Topographic Data
West Papio Creek	Papillion Creek Conf. to Walnut Creek Conf.	5.6	X	X	X	
West Papio Creek	Walnut Creek Conf. to Douglas/Sarpy Co Line	2.8	X	X	X	
West Papio Creek	Douglas/Sarpy Co Line to Study Limits	9.6	X	X	X	
North Branch West Papio Creek	West Papio Creek Conf. to Study Limits	6.3	X	X	X	

South Branch Papio Creek and Tribs	West Papio Creek Conf. to Study Limits	12.0	X	X	X	
Walnut Creek	West Papio Conf. to COE DS 21	1.8	X	X	X	
Hell Creek	West Papio Creek Conf. to Pacific St.	5.6	X	X	X	
Midland Creek	West Papio Creek Conf. to Study Limits	2.1	X	X	X	
West Midland Creek	West Papio Creek Conf. to Study Limits	0.4	X	X	X	
South Midland Creek	West Papio Creek Conf. to Study Limits	0.3	X	X	X	
West Papio Creek Tributary	West Papio Creek Conf. to Study Limits	3.0	X	X	X	

This Flood Map Project will be completed by the following

- Papio-Missouri River Natural Resources District;
- FEMA Flood Map Production Coordination Contractor (MCC).

The activities for this Flood Map Project, including required Quality Assurance/Quality Control (QA/QC) reviews, and the Mapping Partners that will complete them are summarized in the table below. The sections of this MAS that follow the table below describe the specific activities, responsible Mapping Partner(s), FEMA standards that must be met, and resultant map components

Activities	CTP	FEMA (MCC)
Activity 1 – Field Surveys and Reconnaissance	X	
Activity 2 – Topographic Data Development	X	
Activity 3 – Independent QA/QC Review of Topographic Data		X
Activity 4 –Hydrologic Analyses	X	
Activity 5–Independent QA/QC Review of Hydrologic Analyses		X
Activity 6 – Hydraulic Analyses	X	
Activity 7 – Independent QA/QC Review of Hydraulic Analyses		X
Activity 8 – Floodplain Mapping (Detailed Riverine or Coastal Analysis)	X	
Activity 9 – Independent QA/QC Review of Floodplain Mapping (Revised Areas)		X
Activity 10 – Base Map Acquisition	X	
Activity 12 – DFIRM Production (Merge Revised and Non-Revised Information)		X
Activity 12A – Application of DFIRM Graphic and Database Specifications		X
Activity 12B – Independent QA/QC Review of DFIRM Product Meeting FEMA Graphic and Database Specifications		X
Activity 13 – Preliminary DFIRM and FIS Report Distribution		X
Activity 14 – Post-Preliminary Processing	X	X

Activity 1 - Field Surveys and Reconnaissance

Responsible Mapping Partner: P-MRNRD

Scope: To supplement any field reconnaissance conducted during the Project Scoping phase of this project, P-MRNRD shall conduct a detailed field reconnaissance of the specific study area to determine conditions along the floodplain(s), types and numbers of hydraulic and/or flood-control structures, apparent maintenance or lack thereof of existing hydraulic structures, locations of cross sections to be surveyed, and other parameters needed for the hydrologic and hydraulic analyses.

In addition to the initial field reconnaissance, P-MRNRD shall conduct field surveys, including obtaining channel and floodplain cross sections, identifying or establishing Temporary Bench Marks, and obtaining the physical dimensions of hydraulic and flood-control structures. P-MRNRD also shall coordinate with other Mapping Partners that are collecting topographic data under Activity 2.

Standards: All work under Activity 1 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the Technical Support Data Notebook (TSDN) format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, P-MRNRD shall make the following products available to FEMA:

- A report summarizing the findings of the field reconnaissance;
- Maps and drawings that provide the detailed survey results; and
- Survey notebook containing cross sections and structural data.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/frm_gsam.pdf.

Activity 2 - Topographic Data Development

Responsible Mapping Partner: P-MRNRD

Scope: To supplement the field surveys conducted under Activity 1, P-MRNRD shall obtain additional topographic data of the overbank areas of the flooding sources studied to delineate floodplain boundaries. Specifically, P-MRNRD shall generate new topographic data for flooding sources listed earlier in this MAS using {Insert method for collecting additional topographic data}. P-MRNRD also shall coordinate with other team members conducting field surveys under Activity 1. Contour interval and/or accuracy for the topographic data shall be selected based on the current FEMA requirements as documented in *Guidelines and Specifications for Flood Hazard Mapping Partners*.

Standards: All work under Activity 2 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: Upon completion of topographic data collection and processing for flooding sources listed earlier in this MAS, P-MRNRD shall submit these data to MCC for an independent QA/QC review under Activity 3. P-MRNRD shall submit data for the remaining flooding sources for a final QA/QC review at the completion of this activity.

In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, P-MRNRD shall make the following products available to FEMA:

- Completed Form No. 5 of *Revisions to National Flood Insurance Program Maps, Application/Certification Forms and Instructions* (MT-2), which is available from the FEMA Flood Hazard Mapping Web site at http://www.fema.gov/fhm/dl_mt-2.shtm;
- Report summarizing methodology and results;
- Triangular Irregular Network (TIN) data on CD-ROM;
- Digital work maps with contours;
- Checkpoint analyses to assess the accuracy of TIN data including Root Mean Square Error calculations to support vertical accuracy;
- Identification of remote-sensing data voids and methods used to supplement data voids;
- National Geodetic Survey data sheets for Network Control Points used to control remote- sensing and ground surveys; and
- Metadata compliant with Federal Geographic Data Committee standards.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/frm_gsam.pdf.

Activity 3 - Independent QA/QC Review of Topographic Data

Responsible Mapping Partner: MCC

Scope: MCC shall review the mapping data generated by P-MRNRD under Activity 2 to ensure that these data are consistent with FEMA standards and standard engineering practice and are sufficient to prepare the DFIRM.

Standards: All work under Activity 3 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, MCC shall make the following products available to FEMA:

- A Summary Report that describes the findings of the independent QA/QC review; and
- Recommendations to resolve any problems that are identified during the independent QA/QC review.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/frm_gsam.pdf.

Activity 4 – Hydrologic Analyses

Responsible Mapping Partner: P-MRNRD

Scope: P-MRNRD shall perform hydrologic analyses for approximately 134 square miles of drainage area for the flooding source(s) listed earlier in this MAS. P-MRNRD shall calculate peak flood discharges for the 10-, 2-, 1-, and 0.2-percent-annual-chance storm events representing existing and future (2040) conditions using the HEC-HMS computer program. These flood discharges will be the basis for subsequent hydraulic analyses under Activity 6. In addition, P-MRNRD shall address all concerns or questions regarding Activity 4 that are raised during the independent QA/QC review performed by MCC under Activity 5.

If Geographic Information System (GIS)-based modeling is used, P-MRNRD shall document automated data processing and modeling algorithms and provide them to FEMA to ensure they are consistent with the standards outlined above. Digital datasets (such as elevation, basin, or land use data) are to be documented and provided to FEMA for approval before performing the hydrologic analyses to ensure the datasets meet minimum requirements. If non-commercial (i.e., custom-developed) software is used for the analysis, then P-MRNRD shall provide full user documentation, technical algorithm documentation, and the software to FEMA for review before performing the hydrologic analyses.

Standards: All work under Activity 4 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: Upon completion of hydrologic modeling for flooding sources listed earlier in this MAS, P-MRNRD shall submit the results to MCC for an independent QA/QC review under Activity 5. P-MRNRD shall submit the results of the hydrologic analyses for the remaining flooding sources for a final QA/QC review at the completion of this activity..

In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, P-MRNRD shall make the following products available to FEMA:

- Digital copies of all hydrologic modeling (input and output) files for the 10-, 2-, 1-, and 0.2-percent-annual-chance storm events representing existing and future (2040) conditions;
- Digital and hardcopy versions of the Summary of Discharges Table presenting discharge data for the flooding sources for which hydrologic analyses were performed;
- Digital and hardcopy versions of draft text for Section 3.1, Hydrologic Analyses, of the FIS report; and
- Digital and hardcopy versions of all backup data used in the analysis, including work maps.

For GIS-based modeling, deliverables shall include all input and output data, intermediate data processing products, and GIS data layers.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/frm_gsam.pdf.

Activity 5 - Independent QA/QC Review of Hydrologic Analyses

Responsible Mapping Partner: MCC

Scope: MCC shall review the technical, scientific, and other information submitted by P-MRNRD under Activity 4 to ensure that the data and modeling are consistent with FEMA standards and standard engineering practice and are sufficient to prepare the DFIRM. This work shall include, at a minimum, the activities listed below.

- Review the submittal for technical and regulatory adequacy, completeness of required information, and supporting data and documentation. The technical review is to focus on the following:
 - Use of acceptable models;
 - Use of appropriate methodology(ies);
 - Correctly applied methodology(ies)/model(s), including QC of input parameters;
 - Comparison with gage data and/or regression equations, if appropriate; and
 - Comparison with discharges for contiguous reaches or flooding sources.
- Maintain records of all contacts, reviews, recommendations, and actions and make them readily available to FEMA.
- Maintain an archive of all data submitted for hydrologic modeling review. (All supporting data must be retained for 3 years from the date funding recipient submits its final expenditure report to FEMA.)

Standards: All work under Activity 5 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, MCC shall make the following products available to FEMA:

- A Summary Report that describes the findings of the independent QA/QC review and
- Recommendations to resolve any problems that are identified during the independent QA/QC review.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/frm_gsam.pdf.

Activity 6 – Hydraulic Analyses

Responsible Mapping Partner: P-MRNRD

Scope: P-MRNRD shall perform hydraulic analyses for approximately 49.5 miles of the flooding sources listed earlier in this MAS. The modeling will include the 10-, 2-, 1-, and 0.2-percent-annual-chance events based on peak discharges representing existing and future (2040) conditions computed under Activity 4. The hydraulic methods used for this analysis will include a step-backwater HEC-RAS model of one-dimensional steady-state flow.

P-MRNRD shall use the cross-section and field data collected under Activity 1 and topographic data developed under Activity 2 to perform the hydraulic analyses. The hydraulic analyses will be used to establish flood elevations and regulatory floodways for the subject flooding sources.

P-MRNRD shall use the FEMA CHECK-2 or CHECK-RAS checking program to check the reasonableness of the hydraulic analyses. To facilitate the independent QA/QC review under Activity 7, the P-MRNRD shall provide explanations for unresolved messages from the CHECK-2 or CHECK-RAS program, as appropriate. In addition, P-MRNRD shall address all concerns or questions regarding Activity 6 that are raised by MCC during the independent QA/QC review under Activity 7.

P-MRNRD shall document automated data processing and modeling algorithms for GIS-based modeling and provide them to FEMA for review to ensure they are consistent with the standards outlined above. Digital datasets are to be documented and provided to FEMA for approval before performing the hydraulic analyses to ensure the datasets meet minimum requirements. If non-commercial (i.e., custom-developed) software is used for the analyses, then P-MRNRD shall provide full user documentation, technical algorithm documentation, and software to FEMA for review before performing the hydraulic analyses.

Standards: All work under Activity 6 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: Upon completion of hydraulic modeling for flooding sources listed earlier in this MAS, P-MRNRD shall submit the results to MCC for an independent QA/QC review under Activity 7. P-MRNRD shall submit the results of the hydraulic analyses for the remaining flooding sources for a final QA/QC review at the completion of this activity.

In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, P-MRNRD shall make the following products available to FEMA:

- Digital profiles of the 10-, 2-, 1- and 0.2-percent-annual-chance water-surface elevations representing existing and future (2040) conditions using the FEMA RASPLOT program or similar software;
- Digital and hardcopy versions of the Floodway Data Table for each flooding source that is compatible with the DFIRM database;
- Digital versions of all hydraulic modeling (input and output) files;
- Digital versions of table with range of Manning's "n" values;
- Explanations for unresolved messages from the CHECK-2 or CHECK-RAS program, as appropriate;
- Digital versions of all backup data used in the analyses;

- Digital and hardcopy versions of draft text for inclusion Section 3.2, Hydraulic Analysis, in the FIS report.

For GIS-based modeling, deliverables include all input and output data, intermediate data processing products, GIS data layers, and final products in the format of the DFIRM database structure.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/frm_gsam.pdf.

Activity 7 - Independent QA/QC Review of Hydraulic Analyses

Responsible Mapping Partner: MCC

Scope: MCC shall review the technical, scientific, and other information submitted by P-MRNRD under Activity 6 to ensure that the data and modeling are consistent with FEMA standards and standard engineering practice and are sufficient to revise the FIRM. This work shall include, at a minimum, the activities listed below.

- Review the submittal for technical and regulatory adequacy, completeness of required information, and supporting data and documentation. The technical review is to focus on the following:
 - Use of acceptable model(s);
 - Starting water-surface elevations;
 - Cross-section geometry;
 - Manning's "n" values and expansion/contraction coefficients;
 - Bridge and culvert modeling;
 - Flood discharges;
 - Regulatory floodway computation methods; and
 - Tie-in to upstream and downstream non-revised Flood Profiles.
- Use the CHECK-2 or CHECK-RAS program as appropriate to flag potential problems and focus review efforts.
- Maintain records of all contacts, reviews, recommendations, and actions and make them readily available to FEMA.
- Maintain an archive of all data submitted for hydraulic modeling review. (All supporting data must be retained for 3 years from the date funding recipient submits its final expenditure report to FEMA.)

Standards: All work under Activity 7 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, MCC shall make the following products available to FEMA:

- A Summary Report that describes the findings of the independent QA/QC review; and
- Recommendations to resolve any problems that are identified during the independent QA/QC review.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/frm_gsam.pdf.

Activity 8 - Floodplain Mapping (Detailed Riverine or Coastal Analysis)

Responsible Mapping Partner: P-MRNRD

Scope: P-MRNRD shall delineate the 1-percent-annual-chance floodplain boundaries representing existing and future (2040) conditions and the regulatory floodway boundaries for the flooding sources for which detailed hydrologic, and/or hydraulic, and/or coastal analyses were performed. P-MRNRD shall incorporate all new or revised hydrologic, hydraulic, and/or coastal modeling and shall use the topographic data acquired under Activity 2 to delineate the floodplain and regulatory floodway boundaries on a digital work map. In addition, P-MRNRD shall incorporate the results of all effective Letters of Map Change (LOMCs) within the revised areas as appropriate. Also, P-MRNRD shall address all concerns or questions regarding Activity 8 that are raised by MCC during the independent QA/QC review under Activity 9.

Standards: All work under Activity 8 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: Upon completion of floodplain mapping for flooding sources listed earlier in this MAS, P-MRNRD shall submit the results MCC for an independent QA/QC review under Activity 9. The mapping for the remaining flooding sources is to be submitted for a final QA/QC review at the completion of this activity.

In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, P-MRNRD shall make the following products available to FEMA:

- Digital work maps showing the 1-percent-annual-chance floodplain boundary delineations representing existing and future (2040) conditions, regulatory floodway boundary delineations, cross sections, BFEs, flood insurance risk zone labels, and all applicable base map features;
- DFIRM mapping files, prepared in accordance with the requirements in *Guidelines and Specifications for Flood Hazard Mapping Partners*;
- Metadata files describing the DFIRM data, including all required information shown in *Guidelines and Specifications for Flood Hazard Mapping Partners*;
- A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM;
- Any backup or supplemental information used in the mapping required for the independent QA/QC review outlined under Activity 9; and
- An explanation for the use of existing topography for the studied reaches, if appropriate.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/frm_gsam.pdf.

Activity 9 - Independent QA/QC Review of Floodplain Mapping (Revised Areas)

Responsible Mapping Partner: MCC

Scope: MCC shall review the floodplain mapping submitted by P-MRNRD under Activities 8, 8A, and 8B to ensure that the results of the analyses performed are accurately represented. This work shall include, at a minimum, the activities listed below.

- Review the cross sections for proper location and orientation on the work map and agreement with the Floodway Data Table.
- Review the BFEs shown on the work map for proper location and agreement with the results of the hydraulic modeling.
- Review the regulatory floodway widths for agreement with the widths shown in the Floodway Data Table and the results of the hydraulic modeling.
- Review the floodplain boundaries for agreement with the flood elevations shown in the Floodway Data Table and the contour lines and other topographic information shown on the work maps.
- Review the floodplain widths at cross sections as shown on the work maps to ensure they match the Floodway Data Table.
- Review the floodplain boundaries as shown on the work maps to ensure they match the Flood Profiles.
- Review the flood insurance risk zones as shown on the work maps to ensure they are labeled properly.
- Review the DFIRM mapping files to ensure they were prepared in accordance with the requirements in *Guidelines and Specifications for Flood Hazard Mapping Partners*.
- Review the metadata files to ensure they include all required information shown in *Guidelines and Specifications for Flood Hazard Mapping Partners*.

Standards: All work under Activity 9 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, MCC shall make the following products available to FEMA:

- A Summary Report that describes the findings of the QA/QC review, noting any deficiencies in or agreeing with the mapping results;
- Recommendations to resolve any problems that are identified during the independent QA/QC review; and
- An annotated work map with all questions and/or concerns indicated, if necessary.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/frm_gsam.pdf.

Activity 10 - Base Map Acquisition

Responsible Mapping Partner: P-MRNRD

Scope: Activity 10 consists of obtaining the digital base map, in vector format, for the project. P-MRNRD shall provide the digital base map. The required activities are as follows:

- Obtain digital files (both raster and vector) of the base map.
- Secure necessary permissions from the map source to allow FEMA's use and distribution of hardcopy and digital map products using the digital base map, free of charge.
- Certify that the digital data meets the minimum standards and specifications that FEMA requires for DFIRM production.
- Populate the DFIRM database with the information required by FEMA.

Standards: All work under Activity 10 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, P-MRNRD shall make the following products available to FEMA:

- Written certification that the digital data meet the minimum standards and specifications and
- Documentation that FEMA can use the digital base map.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/frm_gsam.pdf.

Activity 11 – DFIRM Production (Non-Revised Areas)

This activity is not applicable for this Mapping Activity Statement.

Activity 11A – Independent QA/QC Review of DFIRM Production (Non-Revised Areas)

This activity is not applicable for this Mapping Activity Statement.

Activity 12 –DFIRM Production (Merging Revised and Non-Revised Information)

Responsible Mapping Partner: MCC

Scope: Upon completion of the floodplain mapping activities (Activities 8, 8A, and/or 8B) for the revised flooding sources and the DFIRM production for non-revised areas (Activity 11), MCC shall merge the digital floodplain data into a single, updated DFIRM. This work is to include tie-in of flood hazard information for areas that were not studied as part of the Flood Map Project documented in this MAS. MCC also shall tie in the revised and non-revised Flood Profiles, floodplain boundaries, and regulatory floodway boundaries with contiguous communities that were not studied as part of the Flood Map Project documented in this MAS. MCC shall coordinate with those Mapping Partners responsible for Activities 8, 8A, 8B, and 11, as necessary, to resolve any potential tie-in issues.

Standards: All work under Activity 12 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, MCC shall make the following products available to FEMA:

- Digital work maps showing the 1- and 0.2-percent-annual-chance floodplain boundary delineations representing existing and future (2040) conditions, regulatory floodway boundary delineations, cross sections, BFEs, flood insurance risk zone labels, and all applicable base map features;
- DFIRM mapping files, prepared in accordance with the requirements in *Guidelines and Specifications for Flood Hazard Mapping Partners*;
- Metadata files describing the DFIRM data, including all required information shown in *Guidelines and Specifications for Flood Hazard Mapping Partners*;
- Complete set of plots of DFIRM panels showing all detailed flood hazard information at a suitable scale; and
- A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/frm_gsam.pdf.

Activity 12A – DFIRM Production (Application of DFIRM Graphics and Database Specifications)

Responsible Mapping Partner: MCC

Scope: MCC shall apply the final FEMA DFIRM graphic and database specifications to the DFIRM files produced under Activity 12. This work shall include adding all required annotation, line pattern, area shading, and map collar information (e.g., map borders, title blocks, legends, notes to user). MCC shall coordinate with those Mapping Partners responsible for Activities 8, 8A, 8B, 11, and 12, as necessary, to resolve any problems that are identified during Activity 12A.

Standards: All work under Activity 12A shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, MCC shall make the following products available to FEMA:

- Digital work maps showing the 1- and 0.2-percent-annual-chance floodplain boundary delineations, regulatory floodway boundary delineations, cross sections, BFEs, flood insurance risk zone labels, and all applicable base map features;
- DFIRM mapping files, prepared in accordance with the requirements in *Guidelines and Specifications for Flood Hazard Mapping Partners*;
- Metadata files describing the DFIRM data, including all required information shown in *Guidelines and Specifications for Flood Hazard Mapping Partners*;
- Complete set of plots of DFIRM panels showing all detailed flood hazard information at a suitable scale; and
- A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/frm_gsam.pdf.

Activity 12B – Independent QA/QC Review of DFIRM Product Meeting FEMA Graphics and Database Specifications

This activity is not applicable for this Mapping Activity Statement.

Activity 13 - Preliminary DFIRM and FIS Report Distribution

Responsible Mapping Partners: MCC

Scope: Activity 13 consists of the final preparation, review, and distribution of the Preliminary copies of the DFIRM and FIS report for community official and general public review and comment. The activities to be performed are summarized below.

Preliminary Transmittal Letter Preparation. The MCC shall prepare letters to transmit the Preliminary copies of the DFIRM and FIS report and related enclosures to all affected communities, all other Project Team members, the State NFIP Coordinator, the FEMA Regional Office, and others as directed by FEMA.

Final QA/QC Review of Preliminary DFIRM and FIS Report: The MCC shall perform a final QA/QC review of the Preliminary DFIRM and FIS report, including all data tables, Flood Profiles, and other components of the FIS report. The QA/QC review procedures shall be consistent with the *Guidelines and Specifications for Flood Hazard Mapping Partners*.

Discrepancy Resolution: The MCC shall work with P-MRNRD and FEMA as appropriate to resolve discrepancies identified during the final QA/QC review.

Distribution of Preliminary DFIRM and FIS Report: The MCC shall distribute the Preliminary copies of the DFIRM and FIS report to all affected communities, all other Project Team members, the State NFIP Coordinator, the FEMA Regional Office, and others as directed by FEMA.

News Release Preparation: The MCC shall prepare news release notifications of BFE changes for all affected communities if appropriate and perform QA/QC reviews of the notices for accuracy and compliance with FEMA format requirements. The MCC shall file the notifications for later submittal to FEMA for review.

Preliminary Summary of Map Actions (SOMA) Preparation: The MCC shall prepare Preliminary SOMAs for all affected communities if appropriate. The SOMA shall list pertinent information regarding LOMCs that will be affected by the issuance of the DFIRM (i.e., superseded, incorporated, revalidated).

Standards: All work under Activity 13 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners* and the requirements documented in Section 1 and Appendix A of the FEMA *Document Control Procedures Manual*. The MCC shall make the products listed below available to FEMA.

- Preliminary transmittal letters shall be prepared. These letters and any additional letters requested by FEMA shall be prepared in accordance with the current version of the FEMA *Document Control Procedures Manual*.
- Preliminary copies of the DFIRM and FIS report, including all updated data tables and Flood Profiles shall be mailed to the Chief Executive Officer (CEO) and floodplain administrator of each affected community, all other Project Team members, the State NFIP Coordinator, the FEMA Regional Office, and others as directed by FEMA.

- Preliminary SOMAs, prepared in accordance with FEMA requirements, shall be provided as appropriate.
- Revised DFIRM mapping files, prepared in accordance with the requirements in *Guidelines and Specifications for Flood Hazard Mapping Partners*, shall be provided on CD-ROM.
- Revised DFIRM database files, prepared in accordance with the requirements in *Guidelines and Specifications for Flood Hazard Mapping Partners*, shall be provided on CD-ROM.
- Revised metadata files describing the DFIRM data, including all required information shown in *Guidelines and Specifications for Flood Hazard Mapping Partners*, shall be provided on CD-ROM.
- A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM shall be provided.

Activity 14 - Post-Preliminary Processing

Responsible Mapping Partners: P-MRNRD and FEMA (MCC)

Scope: Activity 14 consists of finalizing the DFIRM and FIS report after the Preliminary copies of the DFIRM and FIS report have been issued to community officials and the public for review and comment. The activities to be performed are summarized below.

Initiation of Statutory 90-Day Appeal Period: When required, upon completion of a 30-day community comment period and/or final coordination meeting with the affected communities, the MCC and P-MRNRD shall arrange for and verify that the following activities are completed in accordance with the current version of the FEMA *Guidelines and Specifications for Flood Hazard Mapping Partners* and *Document Control Procedures Manual*:

- Proposed BFE determination letters are sent to the community CEOs and floodplain administrators.
- News release notifications of BFE changes are published in prominent newspapers with local circulation.
- The appropriate notices (Proposed Rules) are published in the *Federal Register*.

Resolution of Appeals and Protests: The MCC and P-MRNRD shall support FEMA in reviewing and resolving appeals and protests received during the 90-day appeal period. For each appeal and protest, the following activities shall be conducted as appropriate:

- Initial processing and acknowledgment of submittal;
- Technical review of submittal;
- Preparation of letter(s) requesting additional supporting data;
- Performance of revised analyses; and
- Preparation of a draft resolution letter and revised DFIRM and FIS report materials for FEMA review.

The MCC shall mail all associated correspondence upon authorization by FEMA.

Preparation of Special Correspondence: The MCC and P-MRNRD shall support FEMA in responding to comments not received within the 90-day appeal period (referred to as "special correspondence"), including drafting responses for FEMA review when appropriate and finalizing responses when requested by FEMA. The MCC also shall mail the final correspondence (and enclosures if appropriate) and distribute appropriate copies of the correspondence and enclosures upon receipt of authorization from FEMA.

Revision of FIRM and FIS Report: If necessary, the MCC and P-MRNRD shall work together to revise the DFIRM and FIS report at the direction of the FEMA Regional Project Officer and distribute Revised Preliminary copies of the DFIRM and FIS report to the CEO and floodplain administrator of each affected community, all other Project Team members, the State NFIP Coordinator, the FEMA Regional Office, and others as directed by FEMA.

Final SOMA Preparation: The MCC shall prepare Final SOMAs for the affected communities as appropriate.

Processing of Letter of Final Determination: The MCC and P-MRNRD shall work with FEMA to establish the effective date for the DFIRM and FIS report, and shall prepare a Letter of Final Determination (LFDs) for each affected community for FEMA review in accordance with the FEMA *Document Control Procedures Manual*. The MCC also shall mail the final signed LFDs and enclosures and distribute appropriate copies of the signed LFDs and enclosures upon receipt of authorization from FEMA.

Processing of Final DFIRM and FIS Report for Printing: The MCC shall prepare final reproduction materials for the DFIRM and FIS report and provide these materials to the FEMA Map Service Center for printing by the U.S. Government Printing Office. The MCC also shall prepare the appropriate paperwork to accompany the DFIRM and FIS report (including Print Processing Worksheet, Printing Requisition Forms, and Community Map Actions Form) and transmittal letters to the community CEOs.

Revalidation Letter Processing. The MCC shall prepare and distribute letters to the community CEOs and floodplain administrators to notify the affected communities about LOMCs for which determinations will remain in effect after the DFIRM and FIS report become effective.

Archiving Data: The MCC shall ensure that technical and administrative support data are packaged in the FEMA required format and stored properly in the library archives until they are transmitted to the FEMA Engineering Study Data Package Facility.

Standards: All work under Activity 14 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners* and the requirements documented in Section 1 and Appendix A of the FEMA *Document Control Procedures Manual*, the MCC and P-MRNRD shall make the following products available to FEMA:

- Documentation that the news releases were published in accordance with FEMA requirements;
- Documentation that the appropriate *Federal Register* notices (Proposed and Final Rules) were published in accordance with FEMA requirements;
- Draft and final Special Correspondence (and all associated enclosures, backup data, and other related information) for FEMA review and signature as appropriate;
- Draft and final Appeal and Protest acknowledgment, additional data, and resolution letters (and all associated enclosures, backup data, and other related information) for FEMA review and signature as appropriate;
- Draft and final LFDs (and all associated enclosures, backup data, and other related information) for FEMA review and signature;
- DFIRM negatives and final FIS report materials, including all updated data tables and Flood Profiles;
- Paperwork for the final DFIRM and FIS report materials;
- Transmittal letters for the printed DFIRM and FIS report;
- LOMC Revalidation Letters if appropriate; and
- Complete, organized archived technical and administrative support data

SECTION 2—TECHNICAL AND ADMINISTRATIVE SUPPORT DATA SUBMITTAL

The Project Team members for this Flood Map Project that have responsibilities for activities included in this MAS shall comply with the data submittal requirements summarized below.

All supporting documentation for the activities in this Mapping Activity Statement shall be submitted in the TSDN format in accordance with Appendix M of the FEMA *Guidelines and Specifications for Flood Hazard Mapping Partners*, dated April 2003. Appendix M is available for viewing or download on the FEMA Web site at http://www.fema.gov/mit/tsd/frm_gsam.pdf. Table 2-1 indicates the sections of the TSDN that apply to each mapping activity.

If any issues arise that could affect the completion of an activity within the proposed scope or budget, the responsible Mapping Partner shall complete a Special Problem Report (SPR) as soon as possible after the issue is identified and submitted to FEMA. The SPR is to describe the issue and propose possible resolutions. (For additional information on SPRs, refer to Appendix M, Subsection M.2.1.1 of *Guidelines and Specifications for Flood Hazard Mapping Partners*.)

Additionally, the MCC shall collect and maintain a set of products for all Activities and shall compile a comprehensive TSDN for the entire project.

Table 2-1. Mapping Activities and Applicable TSDN Sections

TSDN Section	Mapping Activities												
	1	2	3	4	5	6	7	8	9	10	12, 12A	13	14
General Documentation													
Special Problem Reports	X			X	X	X	X	X	X	X	X	X	X
Telephone Conversation Reports	X			X	X	X	X	X	X	X	X	X	X
Meeting Minutes/Reports	X			X	X	X	X	X	X	X	X	X	X
General Correspondence	X			X	X	X	X	X	X	X	X	X	X
Engineering Analyses													
Hydrologic Analyses	X			X	X	X	X	X	X				
Hydraulic Analyses	X			X	X	X	X	X	X				
Key to Cross-Section Labeling	X			X	X	X	X	X	X				
Key to Transect Labeling	X			X	X	X	X	X	X				
Draft FIS Report				X	X	X	X						
Mapping Information								X	X	X	X	X	X
Miscellaneous Reference Information	X			X	X	X	X	X	X	X	X	X	X

SECTION 3—PERIOD OF PERFORMANCE

The mapping activities assigned to P-MRNRD in this MAS will be completed as specified in the Agreement Articles of the Cooperative Agreement. The Mapping Activities may be terminated at the option of FEMA or P-MRNRD in accordance with the provisions of the April 11, 2003 CTP Partnership Agreement.

SECTION 4—FUNDING/COST-SHARING

Funds will be provided by FEMA through a cooperative agreement (EMK-2003-CA-3045) for the completion for this Flood Map Project. The cooperative agreement budget identifies the amount to be provided by each party. P-MRNRD shall provide any additional resources required to complete the assigned activities for this Flood Map Project.

SECTION 5—STANDARDS

The standards relevant to this Mapping Activity Statement are provided in Tables 5-1 and 5-2. Information on the correct volume, appendix, section, or subsection of the FEMA *Guidelines and Specifications for Flood Hazard Mapping Partners (April 2003)* to be referenced for each mapping activity are summarized in Table 5-2.

These Guidelines are available for viewing or download from the FEMA Flood Hazard Mapping Web site at http://www.fema.gov/mit/tsd/dl_cgs.htm.

Table 5-1. Applicable Standards for Project Activities

Applicable Standards	Activities												
	1	2	3	4	5	6	7	8	9	10	12, 12A	13	14
<i>Guidelines and Specifications for Flood Hazard Mapping Partners</i> , April 2003	X			X	X	X	X	X	X	X	X	X	X
American Congress on Surveying and Mapping (ACSM) procedures	X												
Global Positioning System (GPS) Surveys: National Geodetic Survey (NGS-58), "Guidelines for Establishing GPS-Derived Ellipsoid Heights," November 1997	X												
EM 1000-1-1000, <i>Photogrammetric Mapping</i> , March 31, 1993	X												
EM 1110-2-1003, <i>Hydrographic Surveys</i> , October 31, 1994	X												
Numerical Models Accepted by FEMA for NFIP Usage, January 11, 2002				X	X	X	X						
<i>Content Standards for Digital Geospatial Metadata</i> (Federal Geographic Data Committee, 1998)								X	X	X	X	X	X
<i>Document Control Procedures Manual</i> , December 2000											X	X	X

Table 5-2. Project Activities and Applicable Portions of FEMA Guidelines and Specifications

Activity Number	Activity Description	Applicable Volume, Section/Subsection, and Appendix
1	Field Surveys and Reconnaissance	Volume 1, Sections 1.2, 1.3, 1.4 (specifically Subsection 1.4.2.1) Appendix A, Sections A.5, A.6, A.7, and A.8 Appendices B, C, and M
2	Topographic Data Development	Volume 1, Section 1.4 (specifically Subsection 1.4.2.1) Appendix A, Sections A.2 and A.3 Appendix M
3	Independent QA/QC Review of Topographic Data	Volume 1, Section 1.4 (specifically Subsections 1.4.1 and 1.4.2.1) Appendix A, Sections A.2, A.3, A.7 (specifically Subsection A.7.5), and A.8 (specifically Subsection A.8.6) Appendix M
4	Hydrologic Analyses	Volume 1, Section 1.4 (specifically Subsections 1.4.2.2 and 1.4.2.4) Appendix C, Sections C.1 and C.7 Appendices E, F, G, H, and M
5	Independent QA/QC Review of Hydrologic Analyses	Volume 1, Section 1.4 (specifically Subsection 1.4.1) Appendix C, Section C.2 Appendices E, F, G, H, and M

Table 5-2. Project Activities and Applicable Portions of FEMA Guidelines and Specifications (Cont'd)

Activity Number	Activity Description	Applicable Volume, Section/Subsection, and Appendix
6	Hydraulic Analyses	Volume 1, Section 1.4 (specifically Subsections 1.4.2.2 and 1.4.2.4) Appendix C, Sections C.3 and C.7 Appendices B, E, F, G, H, and M
7	Independent QA/QC Review of Hydraulic Analyses	Volume 1, Section 1.4 (specifically Subsection 1.4.1) Appendix A, Section A.4 (specifically Subsection A.4.7) Appendix C, Section C.5 Appendices B, E, F, G, H, and M
8	Floodplain Mapping (Detailed Riverine or Coastal Analysis)	Volume 1, Section 1.4 (specifically Subsection 1.4.2.3) Appendix C, Sections C. 4 and C.6 Appendices K, L, and M
9	Independent QA/QC Review of Floodplain Mapping (Revised Areas)	Volume 1, Section 1.4 (specifically Subsection 1.4.2.3) Appendix C, Sections C.4 and C.6 Appendices K, L, and M

Table 5-2. Project Activities and Applicable Portions of FEMA Guidelines and Specifications (Cont'd)

Activity Number	Activity Description	Applicable Volume, Section/Subsection, and Appendix
10	Base Map Acquisition and Preparation	Volume 1, Section 1.3 (specifically Subsection 1.3.1.8) and 1.4 (specifically Subsection 1.4.3) ----- Appendices A and B
12	DFIRM Production (Merging Revised and Non-Revised Areas)	Volume 1, Section 1.4 (specifically Subsections 1.4.2.3 and 1.4.3.3) ----- Appendices K, L, and M
12A	DFIRM Production (Application of DFIRM Graphic and Database Specifications)	Volume 1, Section 1.4 (specifically Subsection 1.4.3) ----- Appendices K, L, and M
12B	Independent QA/QC Review of DFIRM Product Meeting FEMA Graphic and Database Specifications	Volume 1, Section 1.4 (specifically Subsections 1.4.2.3 and 1.4.3.3) ----- Appendices K, L, and M
13	Preliminary DFIRM and FIS Report Distribution	Volume 1, Section 1.4 (specifically Subsections 1.4.2 and 1.4.3) ----- Appendix C, Sections C.4 and C.6 ----- Appendices J, K, L, and M
14	Post-Preliminary Processing	Volume 1, Section 1.4 (specifically Subsection 1.4.2 and 1.4.3) ----- Appendices J, K, L, and M

SECTION 6—SCHEDULE

Monitoring Information for Contracted Studies (MICS) will be used to report progress for this Mapping Activity Statement. The initial schedule will be established within two weeks of funds award, and the schedule progress will be updated no later than 30 days after the end of each quarter.

If changes to the schedule are required, the responsible Mapping Partner shall coordinate with FEMA and the other Mapping Partners in a timely manner.

SECTION 7—CERTIFICATIONS

The following certifications apply to this MAS:

Activity 1 (Field Surveys and Reconnaissance)

A Registered Professional Engineer or Licensed Land Surveyor will certify topographic data, in accordance with 44 CFR 65.5(c). Certification of topographic data by the American Society for Photogrammetry and Remote Sensing is also acceptable.

Task 4 (Hydrologic Analyses), Task 6 (Hydraulic Analyses), Task 8 (Floodplain Mapping—Detailed Riverine or Coastal Analysis), Task 8A (Floodplain Mapping {Redelineation Using Effective Flood Profiles and Updated Topographic Data}), and Task 8B (Floodplain Mapping {Refinement or Creation of Zone A})

- A Registered Professional Engineer or Licensed Land Surveyor will certify hydrologic and hydraulic analyses and data in accordance with 44 CFR 65.6(f).
- A Registered Professional Engineer or Licensed Land Surveyor will certify topographic information in accordance with 44 CFR 65.5(c).
- Any levee systems to be accredited will be certified in accordance with 44 CFR 65.10(e).

Task 8 (Floodplain Mapping— Detailed Riverine or Coastal Analysis), Task 8A (Floodplain Mapping {Redelineation Using Effective Flood Profiles and Updated Topographic Data}), and Task 8B (Floodplain Mapping {Refinement or Creation of Zone A}), Task 9 (Independent QA/QC Review of Floodplain Mapping {Revised Areas}), Task 11 (DFIRM Production {Non-Revised Areas}), Task 12 (DFIRM Production {Merging Revised and Non-Revised Information}), and Task 12A (Application of DFIRM Graphic and Database Specifications)

The DFIRM metadata files will include a description of the horizontal and vertical accuracy of the DFIRM base map and floodplain information.

Activity 10 (Base Map Acquisition and Preparation)

- A community official or responsible party will provide written certification that the digital data meet FEMA minimum standards and specifications.
- The responsible Mapping Partner will provide documentation that the digital base map can be used by FEMA.

SECTION 8—TECHNICAL ASSISTANCE AND RESOURCES

Project Team members may obtain copies of FEMA-issued LOMCs, archived engineering backup data, and data collected as part of the Mapping Needs Assessment Process from the MCC.

General technical and programmatic information, such as FEMA 265 and the Quick-2 computer program, can be downloaded from the FEMA Web site (www.fema.gov/mit/tsd/). Specific technical and programmatic support may be provided through the MCC; such assistance should be requested through the FEMA Project Officer specified in Section 11 of this MAS.

Project Team members also may consult with the FEMA Regional Project Officer to request support in the areas of selection of data sources, digital data accuracy standards, assessment of vertical data accuracy, data collection methods or subcontractors, and GIS-based engineering and modeling training.

SECTION 9—CONTRACTORS

P-MRNRD intends to use the services of a contractor for this Flood Map Project. P-MRNRD shall ensure that the procurement for all contractors used for this Flood Map Project complies with the requirements of 44 CFR 13.36.

Part 13 may be downloaded in PDF or text format from the U.S. Government Printing Office Web site at http://www.access.gpo.gov/nara/cfr/waisidx_02/44cfr13_02.html.

SECTION 10—FINANCIAL REPORTING

Because funding has been provided to P-MRNRD by FEMA, financial reporting requirements for P-MRNRD will be in accordance with Cooperative Agreement Articles V and VI.

SECTION 11—POINTS OF CONTACT

The points of contact for this Flood Map Project are Bob Franke, the FEMA Regional Project Officer; Paul Woodward, E.I., CFM, the Project Manager for P-MRNRD; or subsequent personnel of comparable experience who are appointed to fulfill these responsibilities. When necessary, the assistance of the MCC should be requested through the FEMA MCC Project Officer, Bill Blanton.

SECTION 12—PROJECT COORDINATION

Throughout the project, all members of the Project Team will coordinate, as necessary, to ensure the products meet the technical and format specifications required and contain accurate, up-to-date information. Coordination activities shall include:

- Meetings, teleconferences, and video conferences with FEMA and other Project Team members;
- Telephone conversations with FEMA and other Project Team members on an ad hoc basis, as required;
- Updates to the MICS system, Mapping Needs Update Support System database, and other FEMA status information systems in accordance with requirements in Volumes 1 and 3 of *Guidelines and Specifications for Flood Hazard Mapping Partners*; and
- E-mail, facsimile transmissions, and letters, as required.

Each party has caused this MAS to be executed by its duly authorized representative.

<hr/>	<hr/>
Steven G. Oltmans General Manager Papio-Missouri River Natural Resources District	Date
<hr/>	<hr/>
Robert G. Bissell, Director Federal Insurance and Mitigation Division Federal Emergency Management Agency	Date
<hr/>	<hr/>
William R. Blanton Jr., Project Officer Federal Emergency Management Agency	Date



Federal Emergency Management Agency

Region VII
2323 Grand Blvd., Suite 900
Kansas City, MO 64108-2670

R7-AR-AS

JUL 22 2003

Steve Oltmans
General Manager
Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, Nebraska 68138-3621

**SUBJECT: Grant Solicitation
Cooperating Technical Partners Program (CTP)**

Dear Mr. Oltmans:

The U. S. Congress gave authority to the Federal Emergency Management Agency (FEMA), which is now incorporated within the Department of Homeland Security, to carry out the initiative described below.

**CTP Grant to identify flood prone areas and
update flood risk information for the Nation.**

**Anticipated Funding: \$349,900
Due by: August 15, 2003**

We are pleased that you have indicated a commitment to working with FEMA and other partners for this important effort. As such, you are invited to submit an application to participate in this grant program. The original and one copy of the grant application must be received at the issuing office by the date indicated above. Documents should be mailed to:

ARP-AS Grants Management Staff
Federal Emergency Management Agency
2323 Grand Blvd., Suite 900
Kansas City, Missouri 64108

JUL 25 2003

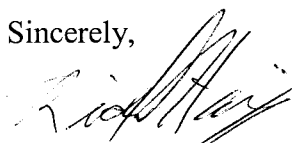
We have enclosed a grant package that contains the materials and instructions needed to complete the application package. The documents enclosed provide information on grant objectives, eligible activities and the grant application. A complete grant application includes the following:

1. Application for Federal Assistance (SF424 Facesheet)
2. Budget (FF20-20)
3. Budget Narrative
4. Program Narrative
5. Assurances & Certifications (FF20-16a, b, c and SF LLL)

You are advised that this request for federal assistance does not commit the government to fund your application or to pay any costs incurred in the preparation of an application. The government reserves the rights to accept, reject, or revise your application, if it is in the best interest of the government to do so.

If you have specific questions about completing the grant package, please contact the AR grants management staff at (816) 283-7040 or 7084.

Sincerely,



Richard Hamje
Regional Director

Enclosures

cc: Paul Woodward
AR-AS
FIM-CM

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION: <div style="display: flex; justify-content: space-between;"> <div> Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction </div> <div> Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction </div> </div>		2. DATE SUBMITTED August 15, 2003	Applicant Identifier
		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION	
Legal Name: Papio-Missouri River Natural Resources District	Organizational Unit: Subdivision of the State of Nebraska
Address (give city, county, state, and zip code): 8901 S. 154th Street Omaha, NE 68138-3621	Name and telephone number of person to be contacted on matters involving this application (give area code) Paul Woodward - (402) 444-6222
6. EMPLOYER IDENTIFICATION NUMBER (EIN): <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 47 - 0542469 </div>	7. TYPE OF APPLICANT: (enter appropriate letter in box) G
8. TYPE OF APPLICATION: <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision </div> If Revision, enter appropriate letter(s) in box(es) <div style="display: flex; justify-content: space-between;"> <div> A. Increase Award D. Decrease Duration </div> <div> B. Decrease Award Other (specify): _____ </div> <div> C. Increase Duration </div> </div>	<div style="display: flex; flex-direction: column;"> <div style="display: flex; justify-content: space-between;"> <div> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District </div> <div> H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____ </div> </div> </div>
9. NAME OF FEDERAL AGENCY: Federal Emergency Management Agency	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <div style="display: flex; justify-content: space-between;"> <div> TITLE: Cooperating Technical Partners </div> <div> <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 83 - 555 </div> </div> </div>	
11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Update flood risk information for the West Branch Papilion Creek and tributaries	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Douglas and Sarpy County, Nebraska	

13. PROPOSED PROJECT:		14. CONGRESSIONAL DISTRICTS OF:	
Start Date 09/30/03	Ending Date 03/01/06	a. Applicant 1 and 2	b. Project 1 and 2

15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE: _____ b. NO. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
a. Federal	\$ 349,900.00	
b. Applicant	\$ 70,000.00	
c. State	\$ 0.00	
d. Local	\$ 0.00	
e. Other	\$ 0.00	
f. Program Income	\$ 0.00	
g. TOTAL	\$ 419,900.00	

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation <input checked="" type="checkbox"/> No		
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18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.		
a. Type Name of Authorized Representative Steven G. Oltmans	b. Title General Manager	c. Telephone Number (402) 444-6222
d. Signature of Authorized Representative		e. Date Signed August 15, 2003

FEDERAL EMERGENCY MANAGEMENT AGENCY BUDGET INFORMATION--NONCONSTRUCTION PROGRAMS				See reverse for Paperwork Burden Disclosure Notice		Page 1 of 1 pages		OMB No. 3067-0206 Expires June 30, 1998		
1. PROGRAM AGENCY AND ORGANIZATION ELEMENT TO WHICH REPORT IS SUBMITTED Federal Emergency Management Agency			2. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED		3. RECIPIENT ORGANIZATION (Name and complete address, including zip code) Papio-Missouri River Natural Resources District 8901 S. 154th Street Omaha, NE 68138-3621					
4. EMPLOYER IDENTIFICATION 47-0542469			5. RECIPIENT ACCOUNT NUMBER OR I.D. NO.		6. BUDGET PERIOD (Month, Day, Year) Beginning Date: 09/30/03 Ending Date: 03/01/06		7. Mark "X" in Appropriate Box <input checked="" type="checkbox"/> New Budget <input type="checkbox"/> Revised Budget. Enter Grant Number in Box 2 above Date of Budget Revision:			
8. FEDERAL RATE SHARING (%)			100.0 %						Total	
9. PROGRAM ACRONYM CFDA NUMBER			CTP 83-555							
Object Class	a. Personnel		0.00						0.00	
	b. Fringe Benefits		0.00						0.00	
	c. Travel		0.00						0.00	
	d. Equipment		0.00						0.00	
	e. Supplies		0.00						0.00	
	f. Contractual		378,000.00						378,000.00	
	g. Construction		0.00						0.00	
	h. Other		0.00						0.00	
	i. Total Direct Charges (10a to 10h)		378,000.00						378,000.00	
	j. Indirect Charges		0.00						0.00	
k. Total (Sum of 10i & 10j)		378,000.00						378,000.00		
Source	l. Federal Share		349,900.00						349,900.00	
	Non-Federal Resources:									
	m. Applicant		32,100.00						32,100.00	
	n. State									
	o. Local									
	p. Other Sources									
q. Total (Sum of 10l to 10p)		382,000.00						382,000.00		
Income	r. Program Income									
Indirect Cost	s. Detail on Indirect Cost Type of Rate (mark "X" in one box) <input type="checkbox"/> Provisional-Final <input type="checkbox"/> Predetermined <input type="checkbox"/> Fixed with Carry-Forward Rate: % Total Amount of Indirect Cost: Base:									
11. Signature of Authorizing Official			12. Name and Title (Type or print) Steven G. Oltmans General Manager			13. Telephone Number (Area code, Number and Extension) (402) 444-6222			Date Report Submitted August 15, 2003	

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 3067-02006
Expires September 30, 1998

FOR
FY 200 3

CA FOR (Name of State)
NE

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I ☒ FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II ☐ FEMA Form 20-16B, Assurances-Construction Programs
- Part III ☒ FEMA Form 20-16C, Certifications Regarding Lobbying;
Debarment, Suspension, and Other Responsibility
Matters; and Drug-Free Workplace Requirements
- Part IV ☒ SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Steven G. Oltmans
Typed Name of Authorized Representative

General Manager
Title

Signature of Authorized Representative

July 28, 2003
Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472."

FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds 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 an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

☒ Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform 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 had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it 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 on-going drug free awareness program to inform employees about:

- (1) The dangers 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 to 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 employee 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 conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (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.

(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).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Papio-Missouri River Natural Resources District

8901 S. 154th Street

Omaha, NE 68138-3621

Check ☐ if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure)

1. Type of Federal Action: <input checked="checked" type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input checked="checked" type="checkbox"/> a. bid/offer/application b. initial award c. post-award		3. Report Type: <input checked="checked" type="checkbox"/> a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="checked" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: Nebraska 1 and 2			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: FEMA ARP-AS Grants Management Staff 2323 Grand Blvd. Suite 900 Kansas City, MO 64108			7. Federal Program Name/Description: Cooperating Technical Partners CFDA Number, if applicable: 83-555		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 349,900		
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Weaver, Bob Kelly and Weaver 11 Dupont Circle, Suite 700 Washington DC 20036			b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i>		
[Redacted Area]					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: Steven G. Oltmans Title: General Manager Telephone No.: 402-444-6222 Date: 8/15/2003		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		