

# Memorandum

To: Projects, Programs, and Operations Subcommittee

From: Terry Schumacher, Land & Water Programs Coordinator

Date: July 29, 2024

RE: Notice of Grant Agreement with the Natural Resources Conservation Service (NRCS) for the Davis Creek Watershed WFPO Project

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In October 2021, the Board of Directors approved the selection of JEO Consulting Group for professional services necessary to complete the Preliminary Investigation Feasibility Report (PIFR) for the Davis Creek WFPO Project in Burt and Washington County.

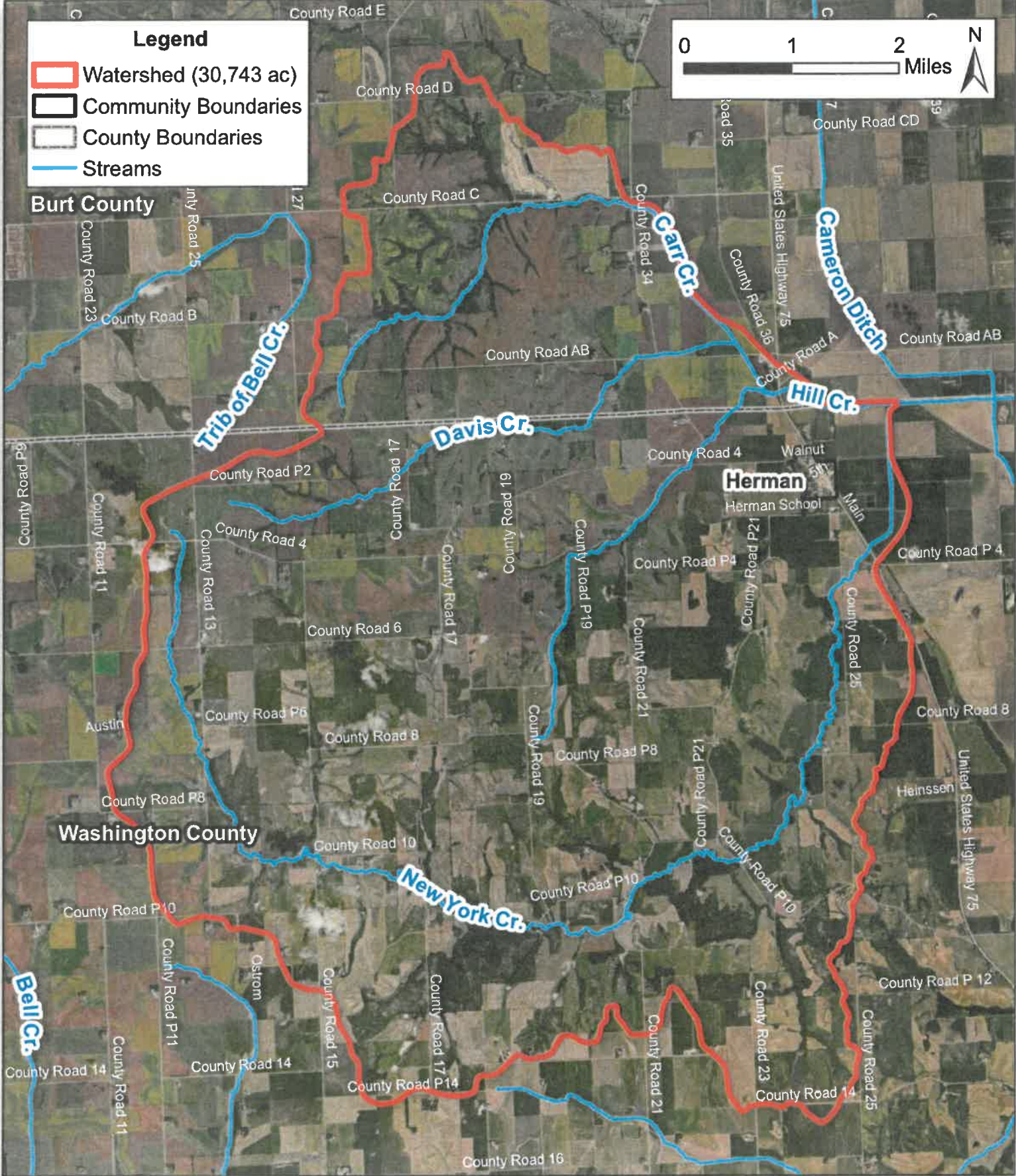
The PIFR was completed and submitted to NRCS for consideration of funding for the Watershed Work Plan in the Davis Creek Watershed. See attached map.

On July 24, 2024, the District received notice that NRCS approved the Notice of Grant Agreement Award (NOA) for the Watershed Work Plan in the amount of \$900,853.00.

**Staff recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Notice of Grant Agreement Award with the Natural Resource Conservation Service for the Watershed Work Plan in the Davis Creek Watershed WFPO Project in an amount of \$900,853.00, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

**Legend**

- Watershed (30,743 ac)
- Community Boundaries
- County Boundaries
- Streams



# Davis Creek PIFR Project Area

Created By: DJV  
 Date: 4/26/2021  
 Software: ArcGIS 10.7.1

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.

Papio-Missouri River NRD





**NOTICE OF GRANT AND AGREEMENT AWARD**

1. Award Identifying Number NR246526XXXXC004	2. Amendment Number	3. Award /Project Period Date of final signature - 09/01/2026	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 100 Centennial Mall North, Room 152 Lincoln, NE 68508		6. Recipient Organization (Name and Address) PAPIO-MISSOURI RIVER NATURAL RESOUR CES DISTRICT 8901 S 154TH ST OMAHA NE 68138-3733  UEI Number / DUNS Number: Q2FCNHU3H877 / 078035185 EIN:	
7. NRCS Program Contact Name: MELISSA BAIER Phone: (402) 437-4065 Email: melissa.baier@usda.gov	8. NRCS Administrative Contact Name: CASSANDRA HAYES Phone: (816) 823-5608 Email: cassandra.hayes@usda.gov	9. Recipient Program Contact Name: Terry Schumacher Phone: (402) 658-1656 Email: tschumacher@papionrd.org	10. Recipient Administrative Contact Name: Terry Schumacher Phone: (402) 658-1656 Email: tschumacher@papionrd.org
11. CFDA 10.904	12. Authority 16 U.S.C. 1001-1009, PL 117-58	13. Type of Action New Agreement	14. Program Director Name: Amanda Grint Phone: (402) 315-1722 Email: agrint@papionrd.org
15. Project Title/ Description: Papio-Missouri River Natural Resources District (NRD) will create a Watershed Work Plan-Environmental Document (ED) for Davis Creek, Burt and Washington Counties, Nebraska. IIA Project			
16. Entity Type: D = Special District Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> Non-Federal	
Original funds total	\$900,853.00	\$0.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$900,853.00	\$0.00	
18. Approved Budget			



Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$0.00	Other	\$900,853.00
Total Direct Cost	\$900,853.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$900,853.00
		Total Approved Budget	\$900,853.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative  Robert Lawson State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative  John Winkler General Manager	Signature	Date

#### **NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#### **PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

## Statement of Work

### Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide assistance to the Papio-Missouri River Natural Resources District, hereinafter referred to as the "Sponsor", for the Davis Creek Watershed Work Plan - Environmental Document (ED) project in Burt and Washington Counties, Nebraska, under the Watershed & Flood Prevention Operations (WFPO) Program.

### Objectives

Create a Watershed Work Plan - ED for the Davis Creek Watershed located in Burt and Washington Counties, Nebraska.

This agreement is for watershed planning, including conceptual design work adequate to develop feasible alternatives and identify the preferred alternative. If additional funds become available to totally complete the project through design and construction, an amendment will be proposed with the Sponsor. If agreed by the parties, this agreement will be amended accordingly. This agreement includes clauses for other phases which may or may not be funded.

### Budget Narrative

NRCS shall pay 100 percent of the costs up to approved funding. There is no financial obligation for the Sponsor unless costs exceed approved funding amounts, and additional funding cannot be secured.

Amounts included in this budget narrative are estimates. Reimbursements will be based on actual expenditures, not to exceed the amount obligated.

TOTAL Federal Funds: \$900,853

\$900,853 is obligated for the development of a Watershed Work Plan – Environmental Document (ED). Planning and conceptual design costs are expenses incurred for surveys and investigations, environmental studies, evaluation of alternatives, and preparation of plans and design prior to the authorization of assistance for the installation of works of improvement.

CONTRACTUAL category: \$900,853 is budgeted for Contractual work. Contractual work entails the professional services, hired, and managed by the Sponsor, for the preparation and creation of the Watershed Work Plan - ED. The Sponsor must provide documentation (to NRCS) to support all eligible costs. Costs incurred prior to the Sponsor and NRCS signing the agreement are not eligible and will not be reimbursed. Sponsor administrative costs are NOT eligible for reimbursement.

### Responsibilities of the Parties:

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

1. Sponsor will—

A. Perform the work and produce the deliverables as outlined in this Statement of Work.

B. Comply with the applicable version of the General Terms and Conditions

C. Ensure the information in the System for Award Management (SAM) is current and accurate until the final financial report (SF 425) under this award or final payment is received, whichever is later.

D. Coordinate and oversee data collection and meetings for all Milestone Task points. Meetings may be in-person or virtual as applicable to the circumstances and shall be coordinated with the Nebraska NRCS. The Sponsor, or sponsors technical representative, shall provide Nebraska NRCS with progress updates every month. The progress updates serve to ensure compliance with NRCS Watershed Planning Policy as well as coordination with stakeholders and cooperating agencies.

E. Ensure planning complies with the policy set forth in the NRCS Title 390, National Watershed Program Manual

(NWPM). Sponsor may obtain a full copy of this reference manual at <http://directives.sc.egov.usda.gov/>, Manuals, Title 390 – Project Development & Maintenance, Parts 500 - 506 – “National Watershed Program Manual”

Compliance with the latest Principles, Requirements, and Guidelines (PR&G) for Water and Land Related Resources Implementation Studies. Refer to this link for information: Principles, Requirements and Guidelines (PR&G);

Ensure planning procedural guidelines for creation of the Watershed Work Plan- ED shall follow NRCS Title 390, National Watershed Program Handbook (NWPH). Sponsor may obtain a full copy of this reference handbook at <http://directives.sc.egov.usda.gov/>, Handbooks, Title 390 – Project Development & Maintenance, Parts 600 - 606 – “National Watershed Program Handbook”

F. The contracts for services described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

G. Designate a Local Contracting Officer (LCO) to serve as the Point of Contact on behalf of the Sponsor and identify her or his contact information with this executed agreement. Any change in the LCO during the term of this agreement must be immediately communicated to NRCS.

H. Be responsible for all ineligible project costs. Ineligible costs are costs not referenced in this agreement.

I. Be responsible for all costs in excess of this agreement.

J. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract awarded under this agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation which could result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

K. Indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts, or omissions of the Sponsor in connection with its acquisition and management of the WFPO Program pursuant to this project agreement. Further, the Sponsor agrees NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, employees, contractors, or lessees in connection with the acquisition and management of the WFPO Program pursuant to this project agreement resulting in violation of any laws and regulations that are now or may in the future become applicable.

L. Request reimbursement for all services performed in accordance with the agreement by submitting a SF-270, “Request for Advance and Reimbursement,”. The sponsor must provide NRCS with documentation of the actual cost incurred for the services for determination of final credit values. Payments will be withheld until all required documentation is submitted and complete.

M. The Sponsor will not be reimbursed for work invoiced to them from the contractor until NRCS determines that all portions of that task are completed to NRCS specifications.

N. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to [FPAC.BC.GAD@usda.gov](mailto:FPAC.BC.GAD@usda.gov) with a copy to the NRCS (Nebraska) Watersheds Program Manager, as outlined in the applicable version of the General Terms and Conditions.

Reporting frequency is as follows:

- a. Performance reports: annual
- b. SF-425 Financial Reports: annual

1. NRCS will —

A. Designate a Government Representative (GR) to serve as liaison with the Sponsor.

B. Interpret NRCS Policy and / or Procedures and respond to agreement deliverable expectations.

C. Provide technical review and concur on each phase of the Watershed Work Plan – ED as described under MILESTONES. NRCS retains the authority to suspend work if it does not comply with NRCS policy and procedures as stated in this agreement.

D. Participate in milestone meetings with the Sponsor and their technical representative to address technical and / or

program questions related to the deliverables.

E. Make payment to the Sponsor covering the NRCS's share of the cost upon receipt and approval of SF-270, withholding the amount of damages sustained by NRCS as provided for in this agreement.

F. Initiate consultation for cultural resources and other special environmental concerns such as endangered species.

#### 1. SPECIAL PROVISIONS

A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the WFPO Program available for obligation in the year in which the assistance will be provided. NRCS cannot make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

#### Expected Accomplishments and Deliverables

A. Create a Watershed Work Plan - ED meeting or exceeding NRCS policies and procedures.

B. Provide the NRCS the following documentation:

a. A complete digital copy (PDF and WORD) of the final Watershed Work Plan - ED including maps and graphics.

b. A digital copy of the final Administrative Record based on the guidance in Section 610.76 Administrative Record of the National Environmental Compliance Handbook (190-610-H, 3rd Ed., May 2016).

C. Contract for services and administer all contracts for the planning specified in this agreement in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable state requirements, and the Sponsors' procurement regulations, as appropriate. See general terms and conditions attached to this agreement for a link to the CFR. In accordance with 2 CFR § 200.327 contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

D. The Watershed Plan-ED is subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 749d) as amended by the Workforce Investment Act of 1998 (P.L. 105-220). Members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities. NRCS has determined that the Watershed Plan-ED described in this agreement and produced deliverable must conform to the Revised 508 Standards. The Revised Section 508 Standards, which consist of 508 Chapters 1 and 2 (Appendix A), along with Chapters 3 through 7 (Appendix C), contain scoping and technical requirements for information and communication technology (ICT) to ensure accessibility and usability by individuals with disabilities. Compliance with these standards is mandatory. All ICT products and services, regardless of format, must conform to the applicable Section 508 standards.

E. Prior to acceptance of the deliverable, the Sponsor shall provide an Accessibility Conformance Report (ACR) for each ICT item that is developed, updated, and/or configured for NRCS, and when product substitutions are offered. The ACR should be based on the latest version of the Voluntary Product Accessibility Template (VPAT) provided by the Information Technology Industry Council (ITI).

Task	Expected Completion
Kickoff Meeting	Within 30 days
Public and Agency Scoping	Within 45 days
30% Watershed Work Plan - ED Development Phase	Within 4 months
Alternatives Review	Within 7 months
60% Watershed Work Plan - ED Development Phase	Within 11 months
90% Watershed Work Plan - ED Development Phase	Within 14 months
NWMC Review Submittal	
NHQ Programmatic Review Submittal	
Public and Agency Review of Draft Watershed Work Plan - ED	
Finalize Watershed Work Plan - ED and Submit for Authorization	Within 18 months

#### Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

**Milestones**

See the Expected Accomplishments and Deliverables section for milestones.



## GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:  
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

