SPONSOR'S GUIDE

To the

Emergency Watershed Protection Program (EWP)

Prepared by
USDA – Natural Resources Conservation Service
Denver, Colorado
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FACT SHEET

Emergency Watershed Protection Program

The Program

The Emergency Watershed Protection (EWP) program helps protect lives and property threatened by natural disasters such as floods, hurricanes, tornadoes, and wildfires. The program is administered by the USDA's Natural Resources Conservation Service (NRCS), which provides technical and financial assistance to preserve life and property threatened by excessive erosion and flooding.

Traditional Types of Assistance

EWP provides funding to project sponsors for such work as removing debris from streams, protecting destabilized streambanks, establishing cover on critically eroding lands, repairing conservation practices, and the purchase of flood plain easements. The program is designed for installation of recovery measures. The measures that are taken must be environmentally and economically sound. NRCS provides up to 75 percent of the funds needed to treat disaster related impairments that restore watershed functions to the pre-disaster condition. The community or local sponsor of the work pays the remaining 25 percent, which can be provided by cash or in-kind services.

Eligibility

Owners, managers, and users of public, private, or tribal lands are eligible for EWP assistance if their watershed area has been damaged by a natural disaster.

Sponsors

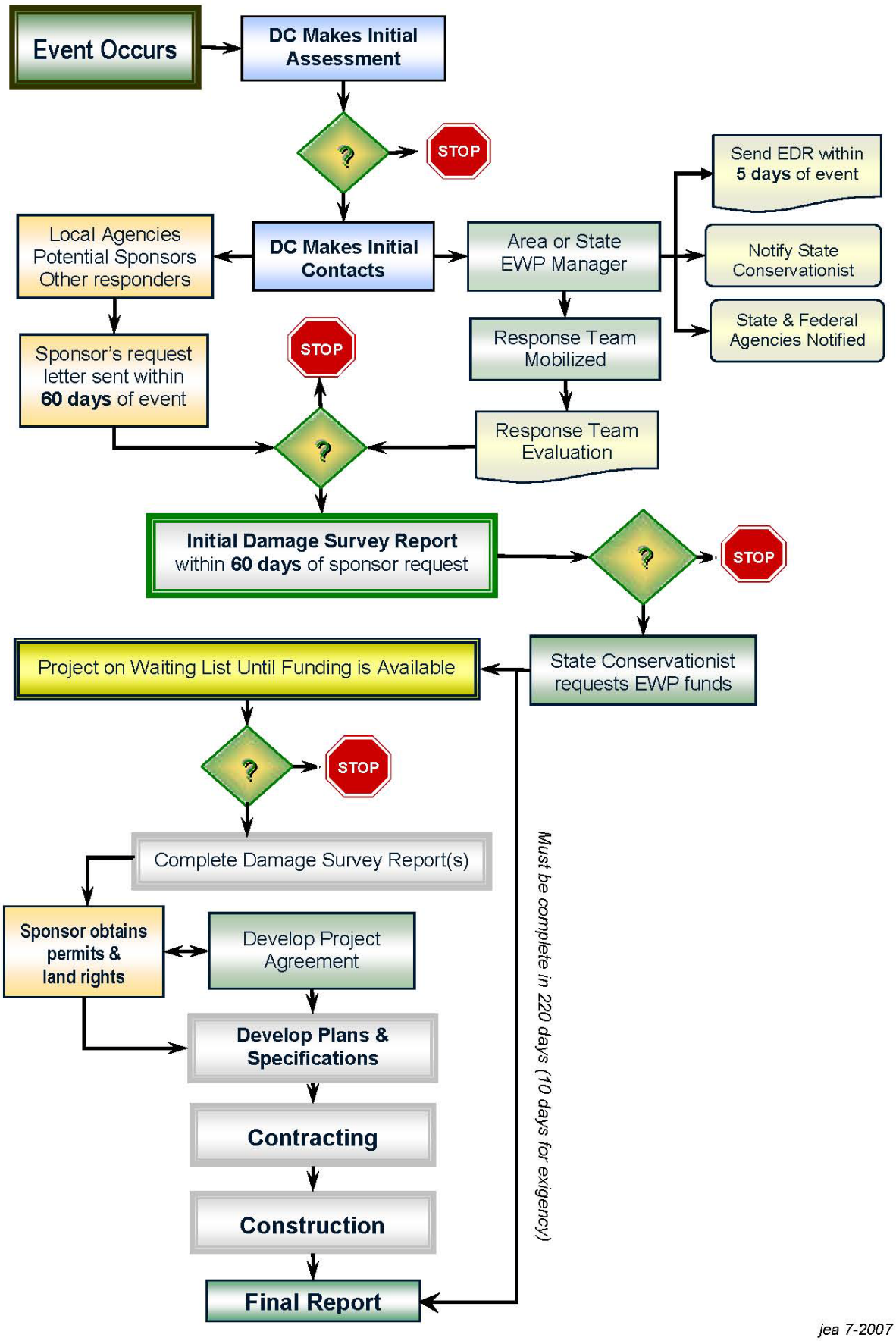
Each EWP project requires a sponsor who applies for the assistance. A sponsor can be any legal

subdivision of State or local government, including local officials of city, county governments and agencies of state government, Indian tribes, and soil conservation districts. They determine priorities for emergency assistance while coordinating work with other Federal and local agencies. Sponsors are needed to provide legal authority to do repair work, obtain necessary permits, contribute funds or in-kind services, and maintain the completed emergency measures.

For More Information

For more information on assistance under the Emergency Watershed Protection program, contact the USDA Natural Resources Conservation Service local office serving your county. Your USDA Service Center is listed in the telephone book under U.S. Department of Agriculture.

EWP PROCESS FLOWCHART



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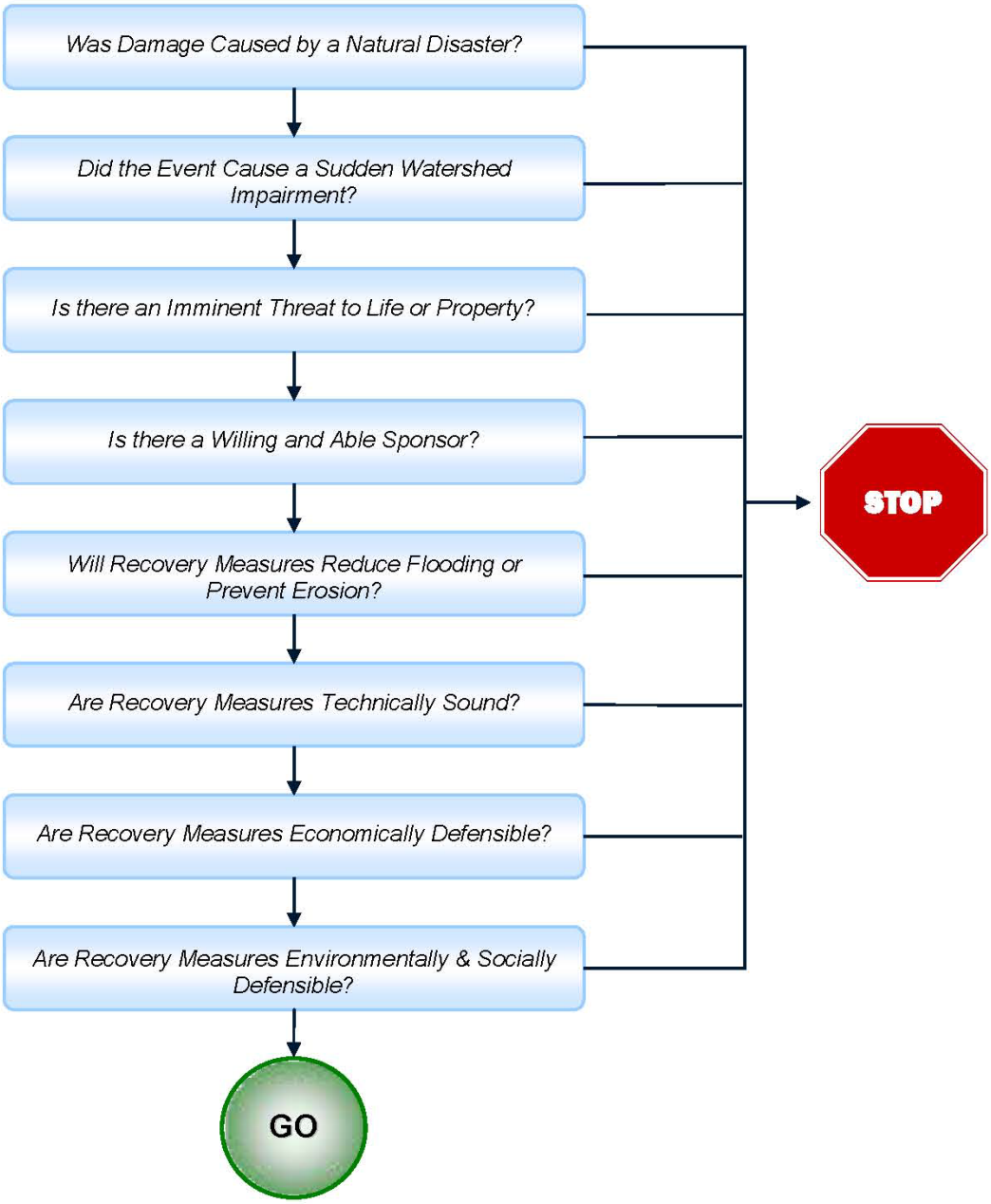
EWP PROCESS FLOWCHART

GO / NO-GO DECISION CRITERIA



Project Sponsor Eligibility

(source: EWP Manual 511.3.B)

1. A project sponsor is—Any legal subdivision of a State government or a State agency, including the following:
   a) Cities
   b) Counties or parishes
   c) Towns
   d) Municipal authorities
   e) Townships
   f) Soil and water conservation districts
   g) Irrigation districts

2. Any Native American Tribe or Tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. section 450b).

3. A project sponsor must—
   a) Have a legal interest in, or responsibility for, the areas threatened by a watershed emergency.
   b) Be capable of obtaining necessary land rights and required permits.
   c) Be capable of performing all required operation and maintenance (O&M) responsibilities.
   d) Administer contracting when part of a local agreement.

EWP Sponsor Requirements[1]

(source: EWP Manual 510.3.K)

The project sponsors are responsible for:

- Providing a written request to the STC for assistance with appropriate documentation
- Managing requests for assistance from landowners;
- Obtaining the necessary real property rights, including any rights needed for the relocation of fences, bridges, etc. ;
- Obtaining a signed Form NRCS-ADS-78, "Assurances relating to Real Property Acquisition," and a signed attorney's opinion, as appropriate;
- Obtaining the required Federal, State, Tribal, and local permits;
- Arranging for any necessary relocation of utilities;
- Providing the required local share of construction costs;
  (typically 25% of total cost in cash, or by in-kind contributions)
- Executing an O&M agreement and ensuring compliance with the O&M plan, as necessary;
- Helping to establish priorities for work;
- Publicizing the availability of the EWP Program;
- Participating on a DSR team as needed;
- Accepting the completed work for projects installed using locally awarded contracting procedures as appropriate; and
- Conducting outreach to underserved populations.

[1] Such activities are not eligible for any EWP cost sharing and do not qualify as in-kind or reimbursable services. A project sponsor's administrative costs (such as attending meetings, obtaining land rights and permits, reviewing internal documents outside the project scope, and clerical services) for carrying out their responsibilities are not eligible for any EWP cost sharing and do not qualify as in-kind or reimbursable services for FA or TA contribution

EWP PROJECT SPONSOR FUNDING REQUIREMENTS

What part of the EWP project does the sponsor pay for?

- 25 % of the implementation cost, in the form of cash or in-kind contributions (may be lower in a bone fide limited resource areas)

  Some examples of acceptable[1] in-kind contribution are:

  - Labor
  - Equipment
  - Materials
  - Others as approved by NRCS
  - Surveying & Design
  - Contracting
  - Construction Management

- 100% of costs for acquiring land rights, easements, or other types of property rights necessary to install the project components
- 100% of costs for obtaining all permits needed to install the work.
- 100% of Operation and Maintenance expenses for the installed measures.

  [1] *None of the sponsor's expenses for property rights acquisition, permits or O&M can be considered as in-kind contributions.*

What other expenses may be reimbursed?

In cases where the sponsor has the ability and willingness to perform some of the services that are otherwise typically done by NRCS, EWP funds may be available to reimburse the sponsor for some of those costs. NRCS will negotiate with sponsors to establish the reimbursable amount. The method of reimbursement agreed upon will be written in to the Statement of Work (Attachment A) of the cooperative agreement between the Sponsor and NRCS.

Examples of reimbursable expenses include Technical Services, such as:

- Project Planning
- Surveying & Design
- Inspection
- Contracting
- Cultural Resource assessments
- Endangered species assessments

NRCS – EWP Sponsor Checklist

- ☐ NRCS makes initial assessment for EWP Program eligibility
- ☐ NRCS & potential sponsor(s) discuss EWP process and requirements
- ☐ Sponsor(s) sends request letter to NRCS State Conservationist (see example letter for required content)
- ☐ Sponsor must register with SAM and DUNS prior to submitting application
- ☐ NRCS, Sponsor & others begin detailed assessment and Damage Survey Report
- ☐ NRCS Requests EWP Funds
- ☐ NRCS and Sponsor(s) choose contracting method to implement recovery measures
- ☐ Sponsor submits application for Federal Assistance (see forms in Section 2)
- ☐ NRCS & Sponsor develop Statement of Work for the Cooperative Agreement
- ☐ Sponsor Obtains Land Rights & Required Permits
- ☐ NRCS prepares draft Cooperative Agreement for Sponsor Review (see example in section 3)
- ☐ Sponsor & NRCS sign Cooperative Agreement
- ☐ NRCS/Sponsor prepares design, drawings, specifications, etc. for recovery measures
- ☐ Sponsor /NRCS develops & advertises contract(s) to implement recovery measures
- ☐ Sponsor/NRCS awards contract within available budgets
- ☐ Construction proceeds with Sponsor/NRCS oversight
- ☐ Construction & Final Inspection Completed
- ☐ Sponsor & NRCS verify Cooperative Agreement deliverable are fulfilled
- ☐ Sponsor & NRCS reconcile final project costs
- ☐ Sponsor performs required O&M

Example letter requesting EWP assistance to be sent on Sponsor agency/entity letterhead within 60 days of the date of the event. Send letter by regular mail, by FAX to 720.544.2965 or by e-mailing a scanned copy to Phyllis Philipps: phyllis.philipps@co.usda.gov , *John Andrews:* john.andrews@co.usda.gov , *or to the local District Conservationist.*

<< Enter Date>>

Phyllis Ann Philipps, State Conservationist
Natural Resources Conservation Service
DFC Bldg 56 Rm 2604
PO Box 25426
Denver, CO 80225-0426

Dear Ms. Philipps:

We request Federal assistance under the provisions of Section 216, Public Law 516, to restore damages sustained in <<County Name>> County by the <<Enter name and/or type of disaster that occurred>> on <<Enter date disaster occurred>>. This work is needed to safeguard lives and property from an imminent hazard of <<enter hazard type(s)>>.

Our organization does not have the resources to do this work without Federal Assistance. We understand, as sponsors of an Emergency Watershed Protection project that our responsibilities will include acquiring land rights and any permits needed to construct, and if required, to operate and maintain the proposed measures. We are prepared to provide local twenty-five percent of the cost of construction work in dollars or in-kind services.

The names, addresses, and telephone numbers of the administrative and technical contact persons in our organization are as follows:

<<enter Name, Title, Address, Telephone, FAX of Sponsor's Representative>>

Please contact him or her for any additional information that you might need in assessing our request.

Sincerely,

Section 2 – Application Package to be Completed by the Sponsor

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  (for sponsor to receive payment)

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

2. DATE SUBMITTED	Applicant Identifier	
3. DATE RECEIVED BY STATE	State Application Identifier	
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	

1. TYPE OF SUBMISSION:

Application	Pre-application
☑ **Construction**	☐ **Construction**
☐ **Non-Construction**	☐ **Non-Construction**

5. APPLICANT INFORMATION

Legal Name:	**Organizational Unit:**
	Department:
Organizational DUNS:	Division:
Address:	**Name and telephone number of person to be contacted on matters involving this application (give area code)**
Street:	Prefix: First Name:
City:	Middle Name
County:	Last Name
State: Zip Code	Suffix:
Country:	Email:
6. EMPLOYER IDENTIFICATION NUMBER *(EIN)*: ☐☐-☐☐☐☐☐☐☐	Phone Number (give area code) Fax Number (give area code)

8. TYPE OF APPLICATION:

☑ **New** ☐ **Continuation** ☐ **Revision**

If Revision, enter appropriate letter(s) in box(es)
(See back of form for description of letters.) ☐ ☐

Other (specify)

7. TYPE OF APPLICANT: (See back of form for Application Types)

Other (specify)

9. NAME OF FEDERAL AGENCY:
USDA Natural Resources Conservation Service

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

1 0 – 9 2 3

TITLE (Name of Program):
Emergency Watershed Protection Program

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Implement measures to reduce threats to life and property resulting from the _____

12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*:

13. PROPOSED PROJECT

Start Date:	Ending Date:

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant	b. Project

15. ESTIMATED FUNDING:

a. Federal	$	.00
b. Applicant	$	.00
c. State	$	.00
d. Local	$	.00
e. Other	$	.00
f. Program Income	$	.00
g. TOTAL	$	.00

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. ☑ PROGRAM IS NOT COVERED BY E. O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes" attach an explanation. ☑ No

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. Authorized Representative

Prefix	First Name	Middle Name
Last Name		Suffix
b. Title		c. Telephone Number (give area code)
d. Signature of Authorized Representative		e. Date Signed

Reset Form

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration	18	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

OMB Number: 4040-0008
Expiration Date: 06/30/2014

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$	$	$
2. Land, structures, rights-of-way, appraisals, etc.	$	$	$
3. Relocation expenses and payments	$	$	$
4. Architectural and engineering fees	$	$	$
5. Other architectural and engineering fees	$	$	$
6. Project inspection fees	$	$	$
7. Site work	$	$	$
8. Demolition and removal	$	$	$
9. Construction	$	$	$
10. Equipment	$	$	$
11. Miscellaneous	$	$	$
12. SUBTOTAL *(sum of lines 1-11)*	$	$	$
13. Contingencies	$	$	$
14. SUBTOTAL	$	$	$
15. Project (program) income	$	$	$
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$	$	$

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X ____ %	$

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance 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 project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply 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.

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

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

17. 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).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

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

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE
* APPLICANT ORGANIZATION	* DATE SUBMITTED Completed on submission to Grants.gov

Standard From 1199A (EG)
(Rev. June 187)
Prescribed by Treasury Department
Treasury Dept. Cir. 1076

OMB No. 1510-0007

DIRECT DEPOSIT SIGN-UP FORM

DIRECTIONS

- To sign up for Direct Deposit, the payee is to read the back of this form and fill in the information requested in Sections 1 and 2. Then take or mail this form to the financial institution. The financial institution will verify the information in Sections 1 and 2, and will complete Section 3. The Completed form will be returned to the Government agency identified below.
- A separate form must be completed for each type of payment to be sent by Direct Deposit
- The claim number and type of payment are printed on Government checks. (see the sample check on the back of this form.) This information is also stated on beneficiary/annuitant award letters and other documents from the Government agency.
- Payee must keep the Government agency informed of any address changes in order to receive important about benefits and to remain qualified for payments.

SECTION 1 *(TO BE COMPLETED BY PAYEE)*

A NAME OF PAYEE *(last, first, middle initial)*

ADDRESS *(street, route, P.O. Box, APO/FPO)*

CITY STATE ZIP CODE

TELEPHONE NUMBER
AREA CODE

B NAME OF PERSON*(S)* ENTITLED TO PAYMENT

C CLAIM OR PAYROLL ID NUMBER

Prefix Suffix

D TYPE OF DEPOSITOR ACCOUNT ☐ CHECKING ☐ SAVINGS

E DEPOSITOR ACCOUNT NUMBER

F TYPE OF PAYMENT *(Check only one)*

- ☐ Social Security
- ☐ Supplemental Security Income
- ☐ Railroad Retirement
- ☐ Civil Service Retirement *(OPM)*
- ☐ VA Compensation or Pension
- ☐ Fed. Salary/Mil. Civilian Pay
- ☐ Mil. Active
- ☐ Mil. Retire.
- ☐ Mil. Survivor
- ☐ Other _____ *(specify)*

G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY *(if applicable)*

TYPE	AMOUNT

PAYEE/JOINT PAYEE CERTIFICATION

I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.

SIGNATURE	DATE
SIGNATURE	DATE

JOINT ACCOUNT HOLDERS' CERTIFICATION *(optional)*

I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.

SIGNATURE	DATE
SIGNATURE	DATE

SECTION 2 *(TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)*

GOVERNMENT AGENCY NAME	GOVERNMENT AGENCY ADDRESS

SECTION 3 *(TO BE COMPLETED BY FINANCIAL INSTITUTION)*

NAME AND ADDRESS OF FINANCIAL INSTITUTION

ROUTING NUMBER CHECK DIGIT

DEPOSITOR ACCOUNT TITLE

FINANCIAL INSTITUTION CERTIFICATION

I confirm the identity of the above-named payee(s) and the account number and title. AS representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.

PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE NUMBER	DATE

Financial institution should refer to the GREEN BOOK for further instructions.

THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE.

Reset

NSN 7540-01-058-0224

GOVERNMENT AGENCY COPY

1199-207
Designed using Perform Pro, WHS/DIOR, Mar 97

Section 3 Example Cooperative Agreement Documents

- Form NRCS-ADS-093, Notice of Grant and Agreement Award

  Fill in the blank form

- Attachment A – Statement of Work

  This will be re-written for every agreement to contain information specific to that project

- Attachment B – General Terms and Conditions

  Standard NRCS form – this will remain the same without edits.

- Standard NRCS form – this will remain the same without edits.

- Attachment C – Special Provisions – Construction

  Standard NRCS form – this will remain the same without edits.

- Attachment D – Contracting Local Organization Certification

  Standard NRCS form – this will remain the same without edits.

- Attachment E – Form NRCS-ADS-78, Assurances Related to Real Property Acquisitions

  Standard NRCS form – this will remain the same without edits.

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093
5/2010

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment No.	3. Award/Project Period	4. Type of Award Instrument
68-8B05-A-fiscal year-##	N/A		Cooperative Agreement

5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address)	6. Recipient Organization: (Name and Address)	
USDA- NRCS DFC, Building 56, Room 2604 PO Box 25426 Denver, CO 80225	DUNS:	EIN:

7. NRCS Program Contact:	8. NRCS Administrative Contact:	9. Recipient Program Contact:	10. Recipient Administrative Contact:
Todd Boldt (970) 295-5650	Melanie Guinan (720) 544-2867		

11. CFDA Number	12. Authority	13. Type of Action	14. Project Director
10.923	33 U.S.C. 2203, as amended	New Agreement	

15. Project Title/Description:

Installation of emergency watershed protection measures to relieve hazards created by the (insert name & date of EWP Event).

16. Entity Type: ____Profit ____Nonprofit ____Higher Education ____Federal X State/Local ____Indian/Native American ____Other

17. Select Funding Type: ✓ Federal ✓ Non-Federal

Previous Total:	
Current Total:	
Grand Total:	

18. Accounting and Appropriation Data

Financial Code	Amount	Fiscal Year	Treasury Symbol
		FY12	

19. APPROVED BUDGET

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

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	Signature	Date
Phyllis Ann Philipps, State Conservationist		
Name and Title of Authorized Recipient Representative	**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).

Attachments: Attachment A – Statement of Work
Attachment B – General Terms and Conditions
Attachment C – Special Provisions – Construction
Attachment D – Contracting Local Organization Certification
Attachment E – Assurances Relating to Real Property Acquisition

INSTRUCTIONS FOR NOTICE OF GRANT/AGREEMENT AWARD

1. Award Identifying Number:
   Agreement number
2. Amendment No.:
   Amendment number (if applicable)
3. Award/Project Period:
   Start and end date of project
4. Type of Award Instrument:
   Cooperative, Grant, or Contribution
5. Agency:
   Name, Address, City, State, ZIP Code
6. Recipient Organization:
   Name, Address, City, State, ZIP Code, DUNS (Data Universal Numbering System), and EIN (employee identification number)
7. NRCS Program Contact:
   Name and contact information of person to be contacted on matters involving the programmatic aspects of the agreement
8. NRCS Administrative Contact:
   Name and contact information of person to be contacted on matters involving the administrative aspects of the agreement
9. Recipient Contact:
   Name and contact information of person to be contacted on matters involving the technical aspects of the agreement
10. Recipient Administrative Contact:
    Name and contact information of person to be contacted on matters involving the administrative aspects of the agreement
11. CFDA Number:
    The Catalog of Federal Domestic Assistance number under which assistance is requested
12. Authority:
    Authority under which the agreement is entered into
13. Type of Action:
    Select one type of action:
    i. New Agreement.—Agreement awarded for the first time
    ii. Amendment/Revision.—Any change in financial obligation or deliverables
    iii. Extension.—Extend performance period
14. Project Director:
    Name and contact information of recipient's project director or principal investigator (if applicable)
15. Project Title/Description:
    Brief description of the purpose of the agreement
16. Entity type:
    Type of recipient
17. Funding:
    Federal amount of the award and the non-Federal amount to be contributed to the project
18. Accounting/Appropriation Date:
    Provide the following:
    i. Financial Code.—Accounting classification code
    ii. Amount.—Self explanatory
    iii. Fiscal Year.—Self explanatory
    iv. Treasury symbol.—Self explanatory
19. Approved Budget:
    Totals for each budget category

ATTACHMENT A

STATEMENT OF WORK FOR AGREEMENT

BETWEEN THE

U.S. DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

AND THE

{INSERT SPONSORING ORGANIZATION'S NAME}

I. PURPOSE

Under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, the Natural Resources Conservation Service, hereinafter called NRCS, is authorized to assist the {Insert Sponsoring Organization's Name}, hereinafter called the Sponsor, in relieving hazards created by natural disasters that cause a sudden impairment of a watershed.

NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by the {insert Name of EWP Event}.

II. OBJECTIVES

The Sponsor and NRCS do hereby agree that the following-described work is to be installed in accordance with the Plan of Work to be provided by the NRCS Contracting Officer's Representative.

III. RESPONSIBILITIES OF THE PARTIES

A. NRCS will:

1. Provide 75 percent of the cost of constructing the emergency watershed protection measures described in Section IV. This cost to NRCS is estimated to be $XXX,XXX.00

2. Review requests for reimbursement for administrative and technical services and related payroll records; and reimburse the Sponsor for the actual cost of those services up to and not exceeding a cumulative total of $XX,XXX.00.

3. Certify and send payment electronically through the Electronic Fund Transfer upon receipt of a properly completed SF-270, Request for Advance or Reimbursement, as well as appropriate supporting documentation.

4. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will provide advice and counsel as needed.

5. Prior to implementing the work, review and approve the treatment specifications for compliance with NRCS standards and programmatic requirements.

6. Be available to conduct progress checks and participate in final inspections.

7. Provide the following as a contact persons:

   Technical:
   Name
   Title
   USDA – NRCS
   Office mailing address
   Phone: (###) ###-####
   Email: contact's e-mail address

   Administrative:

   Tammy Moore
   Contracting Officer
   USDA – NRCS
   Denver Federal Center
   Building 56, Room 2604
   PO Box 25426
   Denver, CO 80225
   Phone: (720)544-2822 Fax: (720)544-2965
   Email: tammy.moore@co.usda.gov

B. The Sponsor will:

1. Provide 25 percent (cash or in-kind services) of the cost of constructing and/or implementing the emergency watershed protection measures described in Section IV. This cost to the Sponsor is estimated to be $YYY,YYY.00. The Sponsor will retain records to support costs incurred by the Sponsor equal to the amount of the in-kind contribution.

2. Provide Administrative and Technical Services related to Contract Administration for installing Recovery Measures, and performing Contract Quality Assurance. The total cost of Administrative and Technical Services necessary to install the measures shown in Section IV. is estimated to be $YY,YYY.00. The Sponsor will:

   a. Perform the services with Project Sponsor's employees;

   b. Maintain accurate records of the actual employee hours spent performing these services; and

   c. Request reimbursement from NRCS for those hours at the rates shown in the following table:

Employee Classification	Basic Wage	Employment Cost	Adjusted Wage Rate	Direct Overhead	Hourly Staff Cost
	($/HR)	(% of Basic)	($/HR)	(%)	$/HR
Senior Resource Specialist		%		%	
Resource Specialist		%		%	
Program Specialist II		%		%	
Accounting Clerk III		%		%	

3. Comply with all of the requirements shown in Attachment B – General Terms and Conditions, as well as Attachment C – Special Provisions – Construction, which are attached and incorporated in this agreement.

4. Quarterly grant federal funds expenditure accrual estimates of unbilled activity are to be provided to NRCS 15 days prior to the close of each U.S. Government fiscal year quarters which end on December 31st, March 31st, June 30th and September 30th. Accrual estimates are to be provided to the NRCS administrative contact in section III.A.5.

5. By entering into this agreement, the undersigned attests that the Sponsor has not been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of signature, nor has any officer or agent of the Sponsor been

convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of signature.

6. By entering into this agreement, the undersigned attests that the Sponsor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

7. All vendors, with whom NRCS does business, must be paid through electronic funds transfer (EFT). In addition, vendors must be registered with the System for Award Management (SAM) database https://www.sam.gov/. Information required for payment includes: DUNS number, Tax ID number; vendor name; vendor address; banking information (bank routing number, account type, account number); SAM registration; EFT waiver request (if applicable). Please complete attached SF- 1199A form and return with payment to register for EFT. A copy of the previous SF-1199A initialed and dated for "no changes" is acceptable.

8. Provide the following as a contact persons:

   Technical:

   Name
   Title
   Sponsor's Name
   Sponsor's mailing address
   Phone: (###) ###-####
   Email:

   Administrative:

   Name
   Title
   Sponsor's Name
   Sponsor's mailing address
   Phone: (###) ###-####
   Email: contact's e-mail address

9. Review and approve watershed treatment specifications as identified in Section IV of this agreement.

10. Provide certification that real property rights/permissions have been obtained for installation of emergency watershed protection measures prior to advertising.

Certification will be provided on Form SCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended (no attorney's opinion is required).
(see attachment E)

11. Accept all financial and other responsibility for excess costs resulting from its failure to obtain, or its delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section IV.

12. Contract for installation of the emergency watershed protection measures described in Section IV. in accordance with applicable state requirements.

13. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in Attachment C to this agreement.

14. Provide copies of site maps to appropriate Federal and State agencies for environmental review. The Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.

15. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

16. Pay the contractor(s) as provided in the contract(s). Submit billings for reimbursement to NRCS on Form SF-270, Request for Advance or Reimbursement, together with appropriate supporting documentation.

17. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses.

18. Arrange for and conduct final inspection of completed emergency watershed protection measures. Certify that the project was installed in accordance with contractual requirements.

19. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance.

20. To the extent permitted by law, hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the sponsor under this agreement or resulting from the work provided for in this agreement.

21. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

C. It is mutually agreed:

1. This agreement is effective the date it is fully executed by all parties to the agreement. It shall become null and void 180 calendar days after the date NRCS has executed this agreement if treatment implementation efforts have not begun.

2. The wage rates shown in Section B.2.c. for the Sponsor's administrative and technical services are reasonable and will be used for computing the amount of reimbursement for services performed by the Sponsor.

3. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.

4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

5. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

6. All parties mutually agree that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

7. This agreement may be amended at anytime as mutually agreed in writing. Modifications shall be by mutual consent of both parties, by issuance of a written modification, signed by both parties. All modifications, extensions, or amendments must be made prior to the expiration date of this agreement.

8. As a condition of this agreement the Sponsor assures and certifies that it is in compliance with, and will comply in the course of this agreement with all applicable laws, regulations, executive orders, and other generally applicable requirements.

IV. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

The {Name} EWP project is located in {County(s)} County, Colorado, ## miles {insert direction} of the {insert name of nearest town or other major landmark}. Work to be done under this agreement will consist of:

- aaaaa
- Bbbbbbbb

in accordance with the specifications approved by the NRCS.

This work is estimated to cost ${insert total of FA + TA cost}. In the event that the total project costs are expected to exceed this amount, the Sponsor must obtain prior approval from NRCS to ensure that NRCS has funds to cover its share.

V. PERIOD OF PERFORMANCE

This agreement shall be effective upon all signatures and remains in effect through XXXXXXX unless otherwise terminated or amended.

VI. RESOURCES REQUIRED

A. NRCS:

B. The Sponsor:

VII. MILESTONES

ACTIVITY		START DATE	END DATE
1.	Cooperative Agreement Signed	Execution	
2.	Implementation Contract Developed & Advertised	Execution	
3.	Implementation Contract Awarded	Execution	
4.	Notice to Proceed Issued	Execution	
5.	Implementation Complete, Final Inspection and Acceptance		
6.	Agreement fulfilled, final payment made to Sponsor		

Attachment B

NATURAL RESOURCES CONSERVATION SERVICE
U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS
GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1.)

(1) 7 CFR Section 3015.205, "General Provisions for Grants and Cooperative Agreements with Institutions of Higher Education, Other Nonprofit Organizations, and Hospitals"
(2) 7 CFR Part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
(3) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
(4) 7 CFR Part 3018, "New Restrictions on Lobbying"
(5) 7 CFR Part 3019, "Uniform Administrative Requirements for Grant and Other Agreements with Institutions of Higher Education, Hospitals, and Nonprofit Organizations"
(6) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
(7) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
(8) 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"
(9) Office of Management and Budget (OMB) Circular No. A-102, "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" (including Indian Tribal governments)
(10) 2 CFR Part 25, "Universal Identifier and Central Contractor Registration"
(11) 2 CFR Part 170 "Reporting Subaward and Executive Compensation Information"

b. The recipient, and recipients of any subawards under this award, assures and certifies that it will comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1.)

(1) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
(2) 7 CFR Part 3018, "New Restrictions on Lobbying"
(3) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
(4) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
(5) Public Law 109-282, "Federal Funding Accountability and Transparency Act of 2006"
(6) 2 CFR Section 175, "Award Term for Trafficking in Persons"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference (the full text of Code of Federal Regulations references may be found at http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1):

(1) 2 CFR Part 220, "Cost Principles for Institutions of Higher Education"
(2) 2 CFR Part 225, "Cost Principles for State and Local Governments (Including Certain Indian Tribal Governments)"
(3) 2 CFR Part 230, "Cost Principles for Nonprofit Organizations"
(4) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project
b. Costs incurred after the expiration of the award including any no-cost extensions of time
c. Costs that lie outside the scope of the approved project and any amendments thereto
d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. Questions about the allowability of particular items of costs should be directed to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
   1. Grant or agreement number
   2. Narrative explaining the requested modification to the project purpose or deliverables
   3. A description of the revised purpose or deliverables
   4. Signatures of the authorized representative, project director, or both

b. Subcontractual Arrangement.—The recipient must submit a justification for the proposed subcontractual arrangements, a statement of work to be performed, and a detailed budget for

the subcontract to the NRCS administrative contact. Subcontractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

2. Severs his or her affiliation with the grantee, the grantee's options include—
   i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
   ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
   iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
   i. The forms and certifications included in the application package
   ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
   iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
   iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

   Note: The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 7 CFR Section 3015.115.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:
   - The length of additional time required to complete the project and a justification for the extension
   - A summary of progress to date

- An estimate of funds expected to remain unobligated on the scheduled expiration date
- A projected timetable to complete the portions of the project for which the extension is being requested
- Signature of the grantee and the project director
- A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS program contact at the address identified in block 7 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at http://www.forms.gov):

Quarterly Schedule	Report Due Date
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover—

   1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

   2. The reasons why goals and objectives were not met, if appropriate.

   3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 days after completion of project.

VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 7 CFR Section 3019.36. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor

personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquistions Division
Grants and Agreements Team
1400 Independence Avenue, SW.
Room 5221 South Building
Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

- "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
   1. Immediately notify the NRCS administrative contact of the situation.
   2. Specify the steps it plans to take to secure replacement cost sharing.
   3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the

award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XI. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than $5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is $5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 7 CFR Part 3015, Subpart N.

XV. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

ATTACHMENT C - SPECIAL PROVISIONS - CONSTRUCTION

I. EQUAL OPPORTUNITY

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

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under

this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the

rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

II. NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

B. The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Non-segregated Facilities required, as follows:

III. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

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

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

construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

IV. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

V. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

identical certifications from proposed subcontractors prior to the award of subcontractors exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

_____

Contractor Signature

_____

Title

_____

Date

VI. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a) "Covered area" means the geographical are described in the solicitation from which this contract resulted;

b) "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.

c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all person of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands) ; and

(iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2 Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable

goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7(a) through 7(p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under theses specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be

based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7(b) above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and

maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the Contract's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; to minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p) Conduct a review, at least annually, of all supervisor' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations [Paragraphs 7(a) through 7(p)]. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7(a) through 7(p) of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form;

however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT D

CONTRACTING LOCAL ORGANIZATION CERTIFICATION

STANDARDS OF CONDUCT

The CLO's officers, employees or agents, shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. The contract or other procurement action shall not be awarded to a sponsor, the CLO, or firms in which any official of such organizations or any member of such official's immediate family has direct or indirect interest in the recurring profits or contracts of such firms. To the extent permissible by state or local law, rules or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by the CLO officers, employees, or agents, or by contractors or their agents.

FINANCIAL MANAGEMENT SYSTEM

The CLO's financial management system meets the requirements specified in Section 510.50 of the National Contracts, Grants, and Cooperative Agreements Manual. Any reference in Section 510.50 to the acronym SCS refers to NRCS. A copy will be provided when requested.

PROCUREMENT

All procurement by the CLO shall be in accordance with 2 CFR Subtitles A and B Government wide Guidance for Grants and Agreement; Federal agency Regulations for Grants and Agreement; Final Rule and 2 CFR Part 225 Cost principles for State, Local, and Indian Tribal Governments (OMB Circular A-87). 7 CFR 3015 Grants Management Common Rule (State & Local Governments), 7 CFR 3017 Nonprocurement Suspension & Debarment, 7 CRF 3021 Drug-Free Workplace Act common rule, and 7 CFR 3018 Byrd Anti Lobbying Amendment common rule. The above can be downloaded at: http://www.whitehouse.gov/omb/circulars/index.html.

Contracting Local Organization: _____

Signed by: _____

Title: _____

Date _____

ATTACHMENT E

U.S. Department of Agriculture NRCS-ADS-78

Natural Resources Conservation Service 5-88

ASSURANCES RELATING TO

REAL PROPERTY ACQUISITION

A. PURPOSE – This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measure which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURE COVERED –
Name of Project

_____

Identity of improvement or development

_____

Location _____

C. REAL PROPERTY ACQUISITION ASSURANCE –
This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any, exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS –
The undersigned sponsor(s) hereby assures that adequate real property rights and interest, water rights of applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation processes.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

_____
(Name of Sponsor)

By: _____

Title: _____

Date: _____

This action authorized
at an official meeting _____

_____ on _____

day of _____, 20 _____

at _____

State of _____

Attest: _____
(Name)

_____
(Title)

_____
(Name of Sponsor)

By: _____

Title: _____

Date: _____

This action authorized
at an official meeting _____

_____ on _____

day of _____, 20 _____

at _____

State of _____

Attest: _____
(Name)

_____
(Title)