



United States Department of Agriculture

EMERGENCY WATERSHED PROTECTION PROGRAM

FLORIDA NRCS

Sponsor's EWP Guide



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USDA - NATURAL RESOURCES CONSERVATION SERVICE EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM

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Introduction

The Emergency Watershed Protection (EWP) Program was established by Congress to assist State and local agencies in the recovery efforts from emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property created by a natural disaster.

Financial and technical assistance may be made available through the EWP Program by the NRCS State Conservationist (STC) when a watershed impairment is determined to exist. Assistance must be through eligible project Sponsors who have a legal interest in, or responsibility for the properties threatened by damages associated with the natural disaster.

EWP work is not limited to any one set of measures. It is designed for installation of recovery measures to safeguard lives and property as a result of a natural disaster. NRCS evaluates sites on a case-by-case basis for the measures necessary to repair or protect a site.

Watershed impairments that the EWP Program addresses are debris-clogged stream channels or drainage canals that have the potential to cause flooding, undermined and unstable streambanks or drainage canal banks that jeopardize water control structures and public infrastructures (i.e., roads, railroads, bridges, buildings, utilities, etc.), wind-borne debris removal from waterways, and damaged upland sites stripped of protective vegetation by fire or drought.

This document is intended to provide an overview of the EWP Program. More detailed information about the EWP Program is contained in the National EWP Program Manual, Title 390. The EWP Program Manual can be downloaded from the NRCS eDirectives website: <https://directives.nrcs.usda.gov/sites/default/files/2017/04/20170420/Parts%20510%20through%20513.pdf>.

Definition

The EWP Program provides both technical and financial assistance to communities to relieve imminent hazards to life and/or property created by a natural disaster that causes a sudden impairment of a watershed. A watershed impairment exists when the ability of a watershed to carry out its natural or normal functions is reduced to the point where an imminent threat to health, human life, property is created. The potential threat to life or property may be at the site, upstream or downstream of the site (e.g., sedimentation deposited downstream, flooding upstream, etc.). The term “property” is defined as any artificial structure permanently affixed to the land such as, but not limited to, houses, buildings, roads, utilities, structures, dams, etc. USDA-defined prime farmland is considered property, but timber, orchards, or other crops growing on soils not defined as USDA prime farmland is not considered property. (Utilize the NRCS Web Soil Survey <https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm> to see if the land is USDA prime farmland.) An “imminent hazard” is present when there is the potential for a subsequent natural event of the same intensity or less that will cause significant damage to property and/or threaten human life. Typical disasters include floods, wildfires, windstorms, tropical storms, hurricanes, tornadoes, and drought. The EWP Program is used to restore the impaired watershed(s) to a stable hydrologic function following a natural disaster.

The EWP Program cannot be used for general maintenance of stream or canal banks and other structures, repair of transportation facilities, removal of debris or sediment just for the purpose of navigation, or for long-term flood control.

NRCS administers the EWP program through the following authorities:

- Section 216, Public Law 81-516 (33 U.S.C. Section 701b);
- Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334;
- and

Codified rules for administration of the EWP program are set forth in 7 CFR 624.

Responsibility for the EWP program is assigned to the United States Department of Agriculture (USDA) - Secretary of Agriculture and is delegated to the Chief of USDA-NRCS. NRCS State Conservationists (STC) administer the EWP program in their respective states and has sole authority to declare local watershed emergencies.

All applicable Federal, state, and local laws, rules and regulations must be followed during implementation of the EWP program.

Declaration of an Emergency

NRCS may be involved in five (5) different types of emergency declarations:

1. Major Disaster Declaration
2. Emergency Disaster Declaration
3. Fire Management Assistance Declaration
4. Local Declaration
5. Drought Declaration

Declarations 1-3 are presidentially declared disasters through Public Law 93-288 (Stafford Act). When a Presidentially declared disaster occurs, the Federal Emergency Management Agency (FEMA) is responsible for coordinating all disaster activities. EWP Program assistance may be provided if the NRCS STC determines the EWP Program is applicable.

In the absence of a Presidentially declared disaster and when local conditions warrant, the NRCS STC may make a local declaration of an emergency and, pending funding, provide assistance to sponsors requesting EWP program assistance. FEMA is usually not involved in recovery activities for local disasters, creating a greater coordination role for NRCS. In a locally declared disaster, NRCS will take the lead to inform potential sponsors and public about the EWP program and how to request assistance.

The drought declaration can only be invoked by the Secretary of Agriculture.

The EWP Program can be used whenever a natural disaster creates a sudden watershed impairment that is a threat to life and/or property. Normal rainfall events, or those that are expected for the area on a routine basis and required maintenance activities, do not meet these criteria. Eligibility for each site will be determined on a case by case basis.

Funding for the EWP Program is not a budgeted line item for NRCS. Funding for this program is in the form of supplemental appropriations from Congress on an as needed and available basis. Therefore, funding to carry out this program is never guaranteed to be available at all times.

Types of Emergencies

There are two (2) categories of emergency work within the EWP Program:

- Exigency and
- Non-exigency

Exigencies (7 CFR 624.4(b)) are emergency situations that demand immediate action (1 to 10 calendar days) to avoid potential loss of life and/or property where a second disaster event could compound the impairment or cause new damages to increase the potential loss of life and/or property if action to remedy the situation is not taken immediately. All work on exigency sites must be completed within ten (10) calendar days from the date Florida NRCS receives EWP funding.

All other situations are termed “non-exigencies” and should be completed, including survey, design, permitting, procurement, construction and any other activities that will lead to project completion within two hundred and twenty (220) calendar days from the date Florida NRCS receives EWP funding.

Site Eligibility

For a site to be eligible for EWP program assistance, all of the following questions must be answered **YES**.

1. Damage was the result of a natural disaster?
2. Recovery measures would be for runoff retardation or soil erosion prevention? (e.g. erosion damage to canal banks, roads, sediment blocking drainage, etc.; potential for increased erosion damages due to lack of groundcover).
3. Threat to life and/or property?
4. Event caused a sudden impairment to the watershed?
5. Imminent threat was created by this event?
6. For structural repairs, the site has not been repaired twice using EWP funds within the last ten years?
7. Economic, environmental, and social documentation adequate to warrant action?
8. Proposed action technically sound?

Ineligible Activities

EWP program funds cannot be used for the following:

- Repair, rebuild, or maintain public or private transportation facilities or correct damage to transportation facilities administered by Federal Highway Administration of the Department of Transportation.
- Repair erosion damage to beaches, dunes, and shorelines damaged by erosion as a result of wave action.
- Assistance for structural measure more than twice in 10 years.
- Improvements that are not essential to the reduction of the threat.
- Increase pre-disaster level of protection.
- Increase pre-disaster capacity of a channel by constructing a new channel, enlarging the old channel, or relocating the stream. Sediment and debris removal is not considered new construction or increasing flow capacity.
- Removing sediment and/or debris from the waterway solely for the purpose of navigation.
- Landscape for aesthetic purposes.
- Remove sediment or debris from ponds, reservoirs or debris basins. This is considered operation and maintenance (O&M), regardless of the cause.
- Perform O&M or solve watershed problems that existed before the disaster.
- Replacing or repairing infrastructure (i.e., culverts, bridges, etc.) or utilities.
- Structural repairs beneath bridges, building foundations, road culverts, etc.
- Rebuilding or protecting when there is not anything left to protect.
- Drilling wells, constructing pipelines, installing irrigation equipment, or purchasing portable equipment to address drought.
- Purchasing pumps to alleviate flooding.

Eligible Sponsors

EWP assistance must be administered through an eligible project sponsor. A project sponsor is any legal subdivision of a State government including State agencies, cities, counties, towns, municipal authorities (i.e., drainage districts, water control districts, etc.), Soil and Water Conservation Districts, Chapter 298 Districts, 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), etc.

A project sponsor must:

- have a legal interest in, or responsibility for, the areas threatened by a watershed emergency,

- be capable of obtaining necessary land rights and required permits,
- be capable of performing all required operation and maintenance (O&M) responsibilities,
- be capable of administering contracts and
- provide local cost share of construction cost.

Financial Assistance

NRCS provides cost reimbursement for construction services and technical services.

Reimbursement for construction services is termed financial assistance (FA) and reimbursement for technical services is termed technical assistance (TA).

Construction services are those items related to the actual physical repair of the damaged site and include such items as mobilization and demobilization, materials, earthwork, and vegetative treatment. NRCS will reimburse the sponsor the FA funds for up to 75 percent of the construction services costs for installing eligible emergency measures to protect lives and property. Sponsors are responsible for providing the remaining 25 percent, obtaining the necessary permits and land rights, developing construction plans and specifications, contracting for installing the work, and providing for the operation and maintenance of completed emergency measures.

Counties/communities that have depressed economies are referred to as “limited resource areas” and may be eligible for 90 percent reimbursement of the construction costs to complete the project. Sponsors are responsible for providing the remaining 10 percent if the community is determined and approved as a limited resource area. To be considered a limited resource area, the county/community must meet all three of the following criteria:

- average housing values must be less than 75 percent of the state average housing value;
- per capita income must be 75 percent or less than the median income for the nation; and
- unemployment rate must be twice the U.S. average over the past three years.

Currently, there are no limited resource areas in Florida.

Technical services are items such as surveys, designs, geotechnical services, preparation of construction drawings and specifications, contracting, contract administration, construction inspection, and preparation of as-built drawings. NRCS will reimburse the sponsor for “in-kind” technical services costs subject to an agreed-to-amount and as stipulated in the agreement.

Permitting fees, legal expenses associated with obtaining land rights, and legal opinions of contracting activities do not qualify as in-kind technical services assistance and will be the responsibility of the sponsor.

The sponsor's technical service costs that exceed the agreed-to-amount cannot be utilized as a portion of the sponsor's in-kind construction share. The construction services (FA) and technical services (TA) are two separate funds and must remain separated.

Applying for EWP Assistance

Following a natural disaster, if a sponsor believes they have damages that are eligible for EWP assistance, the following steps will be used for requesting assistance.

- Sponsor submits an official written request to the NRCS STC for EWP assistance with appropriate documentation. The written request must be submitted within sixty (60) calendar days after the disaster or sixty (60) calendar days from when access to the site becomes available. The request must contain the sponsor's commitment of 25 percent of the construction cost for approved sites, the commitment to obtain all land rights, a statement that the sponsor has exhausted or has insufficient funding or other resources available to provide adequate relief from applicable hazards and the name of the sponsor's technical and administrative representative. See Appendix B for a sample letter of request.
- NRCS field staff will contact the sponsor to schedule site visits to review each site. Information for contacting Florida NRCS District Conservationists can be found in Appendix C.
- NRCS will complete the damage survey report (DSR) with assistance from the sponsor for each eligible site damaged from the natural disaster. Sponsors will determine priorities for emergency assistance and coordinate work with other Federal and local agencies.
- Completed DSRs will be transmitted by NRCS field staff to the Florida NRCS EWP Program Manager (PM) for review and determination of eligibility within sixty (60) calendar days of the sponsor's request for assistance.
- Florida NRCS will request funding from NRCS National Headquarters (NHQ) for the eligible sites.
- Upon receipt of funding, NRCS will enter into an agreement with the sponsor to repair eligible sites approved for funding.

Work completed or costs (construction or technical and administrative services) incurred before the execution of an agreement with NRCS is not eligible for reimbursement.

Damage Survey Report

The DSR is used to document damage caused by a natural disaster, propose repair methods, and estimate costs required to correct the problem. It is important to complete the DSR as completely and accurately as possible since it is the document used to determine eligibility and justify the expenditure of EWP funds. The costs and benefits computed for the DSR are estimates; however, they should be reasonable and based on the best professional judgment. It is not expected that an excessive amount of time be expended completing the DSR. Generally, a majority of the DSR can be completed on-site based on conditions observed and with minimal surveys and other measurements.

To meet the defensibility test, the following criteria or issues from the DSR must be considered: environmental, economic, social and technical feasibility. NRCS may need to consult with other

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agencies throughout the process to ensure compliance with applicable federal laws (e.g., Endangered Species Act, Magnuson-Stevens Act, National Historic Preservation Act).

A NRCS CPA-52 – Environmental Evaluation Form must be completed for each eligible DSR. The NRCS District Conservationist (DC) or Soil Conservationist will complete the NRCS CPA-52 to inventory and estimate the potential effects on the environment for the alternative chosen to eliminate the watershed impairment.

As a minimum, the following documentation shall be attached to the DSR.

- photos that clearly document the site damage and infrastructure or property being protected,
- an aerial photo showing the upstream and downstream areas affected or potentially affected by the damage and potential future damage if the site is not protected,
- a sketch describing the damage and the proposed solution to repair the damage, and
- a construction cost estimate.

After the DSRs are complete and concurred by the sponsor, the sponsor will decide whether to proceed with implementation of the EWP program and will set priorities for the DSRs.

Cooperative Agreement

The mechanism used for implementing EWP recovery efforts in Florida will be through a cooperative agreement between the sponsor and NRCS. NRCS will provide the funding and technical and administrative support to the sponsors. The sponsor will be responsible for managing the planning, design, contracting, installation and certification of approved eligible measures within the allotted time frame.

Before the agreement can be written, the sponsor must be registered in <https://sam.gov> and have a Unique Entity ID (UEI). The registration must be renewed at least once every 12 months to remain valid and to be eligible to receive payments. These requirements are mandated by the Federal Funding Accountability and Transparency Act (the Transparency Act) and implemented through the Office of Management and Budget regulations at 2 CFR Part 25. It is the sponsor's responsibility to take all required actions.

Sponsors must have a financial management system in place that meets requirements of 2 CFR 200.302. In addition, sponsors must have procurement standards in place to meet the requirements of 2 CFR 200.317. A NRCS Grant Management Specialist can provide assistance in determining whether or not a sponsor meets these requirements.

If a sponsor is not adequately equipped to directly administer EWP funds, they must retain the services of an organization with the required capabilities to assist in administering EWP funds.

The cooperative agreement consists of the ADS-093 Notice of Grant and Agreement Award, the Statement of Work (SOW) and the general terms and conditions. The ADS-093 obligates funds for the repair and establishes the agreement expiration date. See Appendix D for a sample ADS-

093 – Notice of Grant and Agreement Award, Appendix E for a sample SOW and Appendix F for the General Terms and Conditions of the agreement. These items are subject to change and the appendices are only included for awareness purposes.

NRCS will appoint a Government Representative (GR) to provide technical assistance to the sponsor during the agreement time period. The sponsor will administer the project with minimal agency collaboration, participation, or intervention as long as it is performed in accordance with the terms of the cooperative agreement. NRCS oversight will include the following:

- Review of National Environmental Policy Act (NEPA) requirements.
- Review and concurrence of sponsor construction plans and specification prior to award.
- Normal federal management during the project such as site visits, performance reports, financial reporting, and audits to ensure that standards, objectives, terms, and conditions of the project are accomplished.
- General statutory requirements agreed to in advance of the award such as civil rights, environmental protection, and provisions for the handicapped.
- Review of performance after completion.
- Involvement to correct deficiencies in project or financial performance in accordance with the terms of the agreement.

Implementation

Implementation of the EWP measures in Florida consists of two (2) main phases:

- Design
- Construction

Design

The design phase consists of performing any surveys; conducting any geotechnical investigations; preparing the construction plans, specifications, quality assurance plan (QAP), operation and maintenance (O&M) plan; and obtaining any necessary permits. The procedure is outlined below.

1. Sponsor will hold a pre-design conference to set design parameters and schedule of work for the project. At a minimum, the pre-design conference shall include the sponsor's technical representative, the sponsor's engineer and the NRCS Government Representative (GR).
2. If available, NRCS will provide standard drawings and details used for similar sites.
3. Sponsor will submit draft plans and specifications to NRCS for review and concurrence by the NRCS GR.
4. Sponsor will provide NRCS a final copy of construction plans and specifications signed and sealed by a professional engineer (PE) registered in the State of Florida, QAP, and O&M plan prior to bid solicitation. The quality assurance plan addresses the items to be inspected and the intensity of the inspection necessary to ensure the construction is in

accordance with the plans and specifications. For debris removal only sites, an O&M plan is not required and the construction plans and specifications do not have to be signed and sealed by a PE.

Construction

The construction phase consists of awarding and administering the construction contract. This phase will consist of the sponsor performing the tasks below.

1. Complete a solicitation package notifying interested bidders,
2. Conduct a site showing.
3. Issue amendments.
4. Conduct the bid opening.
5. Abstract the bids.
6. Evaluate the apparent low bidder.
7. Award the contract.
8. Obtain applicable bonds.
9. Issue notice to proceed.
10. Administer the contract.
11. Provide construction inspection according to the approved QAP. (See Appendix G for a sample QAP)
12. Make payments to contractor(s).
13. Conduct final inspection.
14. Provide certification by a PE that the construction meets the approved plans and specifications, along with As-Built drawings. For debris removal only sites, the certification does not need to be by a PE.

The sponsor is required to keep detailed reports of expenses incurred to support their requests for reimbursement of eligible technical services costs.

Procurement of both technical services and construction must meet the requirements of 2 CFR 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations as appropriate. Davis-Bacon Act would not apply under this Federal program legislation.

Supporting Documentation

EWP sponsors are subject to provisions of the Single Audit Act (OMB Circular A-128, April 12, 1985). Files should be maintained on each EWP funded agreement for a period of three (3) years after the project is completed. If the project is the object of litigation that begins before the end of the three-year period, records will need to be maintained until the end of the litigation or the three-year period, whichever is longer.

Land Rights

The sponsor must possess the legal authority to obtain land rights. The sponsor is responsible to obtain the necessary real property rights, including any rights needed for the relocation of fences, utilities, etc.

Permits

EWP work often involves construction in and along streams. The Federal Section 404 Clean Water Act requires a permit for any construction activity that involves the placement of dredged or fill materials in “Waters of the United States.” These waters include navigable waters and tributaries, interstate waters and tributaries, and any other waters including lakes, intermittent streams, and wetlands. Permit process should start early enough to allow sufficient time to obtain permits in order to complete restoration work within the timeframe.

Generally, in-stream EWP construction activities do not require an individual 404 Permit. The type and extent of work encountered on EWP projects is usually covered by one of the Nationwide Permits discussed below.

Nationwide Permit (NWP) 13 Bank Stabilization - Applies to bank stabilization activities necessary for erosion prevention where:

- No material is placed in excess of the minimum needed for erosion protection;
- The activity is no more than 500 feet in length along the bank, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in minimal adverse effects;
- The activity will not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark or the high tide line, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in minimal adverse effects;
- The activity does not involve discharges of dredged or fill material into special aquatic sites, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in minimal adverse effects;
- No material is of a type, or is placed in any location, or in any manner, that will impair surface water flow into or out of any waters of the United States;
- No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas); and
- The activity is not a stream channelization activity.

Notification will be given to the United States Army Corps of Engineers (USACE) when bank stabilization activities exceed 500 feet in length or fill exceeds an average of one cubic yard per running foot.

NWP 37 Emergency Watershed Protection and Rehabilitation - Applies to work done by or funded by NRCS qualifying as an “exigency” situation, under its Emergency Watershed Protection Program.

Sponsors are required to consult with USACE and United States Fish and Wildlife Service (USFWS) for any “in stream” projects.

Progress Reports

After the execution of the agreement, the Sponsor will submit bi-weekly progress reports to the NRCS GR throughout the performance time of the agreement. The progress reports should include the status of the project (surveying, design, contracting, construction, etc), work accomplished for the report period, technical on-site inspections, work planned for the next report period, results of material, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues, and any other relevant information. Failure to provide prompt progress reports may jeopardize the sponsor's ability to obtain a time extension to the agreement, if needed. See Appendix H for a sample bi-weekly progress report.

Reimbursement

Sponsors requesting reimbursement for EWP approved repair costs must submit a completed form SF-270 “Request for Advance or Reimbursement” and include documentation for any eligible expenditure that has not been previously submitted. Documentation will include, as a minimum, a certification of completion signed by the sponsor and a summary (labor, materials, equipment, contracts, etc.) of the actual eligible construction cost.

Form SF-270, “Request for Advance or Reimbursement” can be submitted as frequently as monthly once construction starts. Sponsors will be paid by electronic funds transfer (EFT) in approximately 7 days after the reimbursement request is approved and processed by NRCS. To expediate the payment process, it is recommended that the sponsor visit with the NRCS GR prior to submitting a reimbursement request.

Operation and Maintenance

The sponsor will implement the operation and maintenance plan on all EWP structural measures for a time period as described in the cooperative agreement. NRCS may periodically visit the site to determine if the measure is functioning as planned.

See Appendix I for a sample operation and maintenance (O&M) plan.

Frequently Asked Questions

- 1. Q What is a “sudden watershed impairment”?**

A A sudden watershed impairment is caused by a natural disaster and is widespread over a watershed area. The damage renders the streams, creeks, and drainage ways incapable of their normal function and threatens life or property.
- 2. Q How do we request EWP assistance and how soon do we need to ask for help after the disaster event?**

A A sponsor applies for EWP assistance by submitting a formal letter of request to the NRCS STC as soon as possible after conditions permit access to the damaged areas, but no later than 60 days after the event, or when the site becomes accessible. (See Appendix B for example of a letter of request).
- 3. Q Can EWP funds be used on a non-Presidential-declared disaster?**

A Yes. The NRCS STC can declare a local disaster.
- 4. Q When a Presidential-declared disaster exists, who coordinates emergency activities for the various programs?**

A The Florida and local EMC will coordinate state activities. FEMA generally provides Federal guidance.
- 5. Q For disasters related to rainfall, what distinguishes between a normal storm event and a rainfall that would be considered a disaster?**

A This is generally site and event specific, as a long period of rainfall followed immediately by an intense rain can generate a widespread disaster and/or flood. Individual rainfalls should be at least a 25-year rainfall amount for the rainfall duration (Refer to NOAA's Atlas 14 precipitation-duration-frequency data). For example, if the individual storm lasted for 3 hours, the rainfall should exceed the 25-year, 3-hour rainfall amount.

http://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html
- 6. Q What amount of debris or sediment in a channel would be considered to have the potential to cause flooding and thus be eligible for removal under the EWP program?**

A This would be site specific. A good rule of thumb would be if the debris or sediment blocks more than 25% of the cross-sectional area of a canal constructed for drainage purposes, it most likely would have the potential to cause flooding. However, if the amount is minor and to the degree that would be expected without a natural disaster, it would be considered maintenance and not eligible.

7. **Q What is an exigency site and how long does the sponsor have to fix such a site?**
- A An exigency situation exists if there is an immediate threat of damage to life or property- immediate action must be taken. After the sponsor is notified that funds are available, work on an exigency site must be completed within 10 days.
8. **Q How long does the sponsor have to fix non-exigency sites?**
- A All sites should be repaired as soon as possible. However, work on non-exigency sites must be completed within 220 days after the EWP funds have been made available to Florida NRCS. On smaller projects, less than 220 days may be required.
9. **Q What types of easements are required for EWP work?**
- A For permanent, long-life measures that are off the sponsor's right of way (R.O.W.), permanent easements should be obtained. Work permits may be adequate for work consisting of shaping, vegetation, and minor rock structures. The sponsors are responsible for obtaining the easements or permits they deem necessary for accomplishing the work and for providing future maintenance. Any legal costs associated with obtaining land rights are NOT reimbursable costs.
10. **Q Which sites must have a site-specific O&M Plan prepared?**
- A Any EWP work except debris and sediment removal requires an O&M plan.
11. **Q What kinds of damage are eligible for repair under the EWP program?**
- A Typical examples that threaten life or property are:
- Head-cutting gullies.
 - Severely eroded stream banks and drainage ditches.
 - Landslides.
 - Tornado and flood debris in streams.
 - Channel stabilization at culverts and bridges.
 - Recent sediment deposits in streams and drainage ditches.
 - Debris from wind storms.

12. Q What kinds of damage are not eligible for repair under the EWP program?

A The following are damages that are not eligible for EWP assistance:

- Damage that would be expected from a “normal” storm event. This is considered routine operation and maintenance.
- Damage that existed before the disaster event.
- Repair of infrastructure (i.e. roads, bridges, etc.).
- Washed-out road fills, road surfaces, bridges, culverts, utilities, and similar structures.
- Erosion that only threatens farmland (other than USDA-defined prime farmland), woodland, or pastureland.
- Damage to beaches, dunes, or shorelines.
- Damage to structures installed by other federal agencies, such as canals and drainage channels built by the USACE.

13. Q Are landslides eligible for EWP assistance?

A If the slide threatens life or property and is a sudden impairment, it could qualify for EWP assistance.

EXAMPLE: A hillside adjacent to a roadway experiences a slope failure during a storm event. The slide has filled the road ditch and is about to move onto the roadway. Removal of the slide material and stabilization of the site would qualify for EWP assistance assuming economic and other criteria were met.

14. Q What is an example of a landslide that would not qualify?

A A slide that is wholly or primarily within the road fill is considered reconstruction of the transportation facility and would not be eligible for EWP assistance. Another example is a roadside cut that has a history of shallow slides that frequently deposit material in the road ditch. This is considered a pre-existing problem and repair would be considered normal O&M for the site.

15. Q Can a site be fixed that has been an operation and maintenance nightmare for years prior to the storm event?

A No. EWP funds are not to be used to fix pre-existing problems unless the damage due to the storm event is significantly greater than the pre-existing condition of the site. NRCS will assess the site and determine if damage is due to lack of O&M or if it is due to a specific storm event. The watershed impairment has to have occurred in the event(s) associated with the request for assistance. The purpose of the EWP program is to fix impairments related to disasters and not to provide maintenance for infrastructure.

16. Q A gully is threatening a federal aid highway. Can the EWP program be used to stabilize the gully and protect the road?

A No. The federal aid highway is eligible for the Emergency Relief Program administered by the Federal Highway Administration of the Department of Transportation (DOT).

17. Q What if no federal highway funds are available for this storm event?

A It does not matter. If the site is “eligible” for the highway program, it is not eligible for EWP assistance.

18. Q Can EWP funds be used to construct a new channel to provide the drainage necessary for protection from flooding that is creating a hazard to life and property?

A No. EWP funds cannot be used to construct a new channel, realign a channel, or do work that increases the pre-disaster capacity of a channel.

19. Q A large gully existed off the right-of-way of a county road prior to the big flood. The rains associated with the flood caused the gully head cut to move and threaten the road. Can EWP funds be used to stabilize the gully and protect the road?

A Yes.

20. Q A county road has been completely cut through by a gully during the storm event. Can EWP funds be used to rebuild the road?

A No. EWP funds cannot be used to repair or rebuild public facilities. If the event caused a grade stabilization problem downstream, EWP funds could be utilized to solve that situation.

21. Q An eligible site can be adequately repaired and stabilized with riprap. The design engineer wants to design for a permanent solution including concrete and pipe. Can this be allowed in the EWP program?

A The riprap solution is all that can be paid for in the EWP program. Any additional costs associated with a more expensive alternative solution must be incurred by the sponsor.

22. Q A stream bank is eroding and threatening cropland on soils that are not USDA-defined prime farmland. Can EWP funds be used to riprap the stream bank?

A No. EWP funds cannot be used to protect cropland or pastureland on soils that is not defined as USDA prime farmland. Other programs are available for this.

23. Q A farm pond is immediately upstream of a county road. The flood has caused the emergency bypass of the pond to erode severely. If the pond should fail, the road will be washed out. Can EWP funds be used to stabilize the emergency bypass of the pond?

- A** Yes. In this case there is more than one beneficiary. The county or other appropriate body must agree to sponsor the repair. Normally repairs to farm structures are performed with other programs such as Emergency Conservation Program (ECP). However, where there is a clear threat to public property, repairs can be made with EWP funds.
- 24. Q** **A site qualifies for assistance based on the type of damage; however, the economic benefits are significantly less than the cost of restoration. What are the alternatives?**
- A** In some cases the site would be eligible for assistance without economic justification. If there is a clear and significant hazard to life, or if the damage completely isolates residences or businesses from fire and emergency team access, the site may qualify.
- 25. Q** **Can a prior EWP funded site be eligible for financial assistance during a subsequent event?**
- A** Yes, but no more than twice in a 10-year period. The intent of the EWP program is to provide emergency repairs to restore sites to their pre-storm condition. It is expected that sponsors would make additional improvements as needed to insure long-term stability. Debris or sediment removal sites are not subject to the “twice in 10 years” restriction.
- 26. Q** **A gully below a public road is being repaired with an EWP agreement. During construction it is discovered that the road culvert invert is rusted out. Can the culvert be replaced with EWP funds?**
- A** No. Repair and replacement of transportation facilities (roads and bridges) is not eligible for EWP assistance. The sponsor may have the contractor replace the culvert while working on the site, but the total cost for replacement of the culvert will be the responsibility of the sponsor.
- 27. Q** **The sponsor has already performed emergency repair work at a location prior to requesting assistance from the EWP program. Can this work that has already been performed be reimbursed through the EWP program?**
- A** No. Only work completed after the signing of the cooperative agreement is eligible for reimbursement.
- 28. Q** **Do all engineering plans developed need to have a P.E. seal?**
- A** Yes, except for debris removal only sites.

29. **Q Do NRCS engineers have to review all plans developed by the sponsor's engineer?**
- A** Yes. The NRCS Government Representative assigned to the project will provide a cursory review of the engineering plans and specifications. All NRCS review comments are to be incorporated into the plans. Upon agreement with the plans and specifications, the NRCS Government Representative will concur with the engineering plans and specifications.
30. **Q What construction specifications are used for EWP work?**
- A** The sponsor's engineer may develop specifications, use FL DOT specifications, or use specifications provided by NRCS. NRCS construction specifications are available in MSWord or PDF (Portable Document Format) format on the NRCS web site <https://directives.sc.egov.usda.gov/Landingpage/27caf331-70c7-4bbe-acc6-63018d0bc154>. Items of Work and Construction Details specific to the site must be added by the designer. The sponsor's engineer is ultimately responsible for the construction specifications used.
31. **Q EWP work involves removal of debris from a stream. Can equipment be used in the bottom of the streambed to do this work?**
- A** Generally, no. All work must be performed in the most environmentally sensitive manner possible. When possible, debris removal from a stream should be performed with heavy equipment from the top of the streambank.
32. **Q Who performs the final inspections?**
- A** The sponsor is responsible for inspections to ensure that repairs are completed as designed. The NRCS GR will look at each site to confirm that the repair was made and in keeping with the work that was planned for the site. NRCS will not do an item-by-item inspection. However, if any critical deficiencies are noted by NRCS personnel, they must be corrected before final payment is reimbursed.
33. **Q Can some of the sites in a cooperative agreement be paid before all the sites included in the agreement are complete?**
- A** Yes. SF-270, Request for Advance or Reimbursement may be submitted as frequently as monthly for one or all sites in the agreement. The sponsor will have to pay for the works of improvement prior to reimbursement and provide supporting documentation to justify the reimbursement. It is the sponsor's responsibility to track expenses (labor, materials, equipment, services) and keep accurate records for reimbursement.

- 34. Q What should be done if a cost-overflow occurs?**
- A** As soon as it is apparent that repair costs will exceed the estimate, notify the GR. If the additional costs are justified and EWP funds are available, the agreement may be amended to include the additional funds. However, if EWP funds are exhausted, NRCS may be able to pay only the amount obligated in the cooperative agreement. Only active agreements can be amended. Once an agreement expires, no amendments can be issued.
- 35. Q If the sponsors are unable to complete the agreed-to-work within the allotted time, what should they do?**
- A** They should notify the GR and request a time extension to the NRCS STC at least 45 days prior to the agreement expiration date. If they are working diligently to complete the work and delays have been outside the sponsor's control, an extension may be granted. However, once an agreement expires, NRCS is unable to amend it and provide a time extension. So ample notification of a time extension request is important.
- 36. Q Are PL-566 structures eligible for EWP assistance?**
- A** Yes. They typically provide benefits, such as flood protection, to the local population.
- 37. Q Once the work is completed and the sponsors have submitted a request for payment, how long will it be before they receive payment?**
- A** Payment is usually made within 7 days after a valid request is approved and processed.

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Appendices

Appendix A – EWP Program Fact Sheet

Appendix B – Sample Letter of Request for EWP Assistance

Appendix C – Florida NRCS District Conservationists

Appendix D – ADS-093 – Notice of Grant and Agreement Award

Appendix E – Statement of Work

Appendix F – General Terms and Conditions

Appendix G – Sample Quality Assurance Plan

Appendix H – Sample Bi-Weekly Progress Report

Appendix I – Sample Operation and Maintenance Plan

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Appendix A – EWP Program Fact Sheet



United States Department of Agriculture

EWP Program Fact Sheet

Emergency Watershed Protection (EWP) Program – The Natural Resources Conservation Service (NRCS) administers the EWP Program which responds to emergencies created by natural disasters. The EWP program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, windstorms, and other natural occurrences. The EWP program is an emergency recovery program. All projects undertaken, with the exception of the purchase of floodplain easements, must be sponsored by a legal subdivision of the State, such as a city, county, general improvement district, conservation district, or any Native American tribe or tribal organization as defined in section 4 of the Self-Determination and Education Assistance Act. NRCS is responsible for administering the program.

Criteria: All EWP program work must reduce threats to life and property and must be economically, environmentally, and socially defensible and sound from a technical standpoint. NRCS may bear up to 75 percent of the eligible construction cost of emergency measures. The remaining 25 percent must come from local sources. Counties and/or communities that have depressed economies are referred to as “limited resource areas” and may be eligible for 90 percent of the eligible construction costs to complete the project. To be considered a limited resource area, the county must meet all three of the following criteria (1) Average housing values must be less than 75 percent of the state average housing value; (2) per capita income must be 75 percent or less than the median income for the nation; and (3) unemployment rate must be twice the U.S. average over the past three years.

Public and private lands are eligible for assistance but must be represented by a project Sponsor. Sponsors are responsible for providing land rights to do repair work and securing the necessary permits. Sponsors are also responsible for furnishing the local cost share and for accomplishing the installation of work.

EWP program work is not limited to any one set of prescribed measures. A case-by-case evaluation of the work required to repair or protect the site will be determined by NRCS. EWP program work can include: removing debris from stream channels, road culverts, and bridges; reshaping and protecting eroded banks; correcting damaged drainage facilities; repairing levees and structures; reseeding damaged areas; and purchasing floodplain easements to restore, protect, maintain, and enhance the functions of wetlands and riparian areas; conserve natural values including fish and wildlife habitat, water quality, flood water retention, ground water recharge, and open space; and safeguard lives and property from floods, drought, and the products of erosion. Funding for EWP program is subject to congressional appropriations.

How to apply for assistance and contact: Contact the Florida NRCS State Office at (352) 338-9500, Fax (352) 338-9574.

For additional information see Florida NRCS web page:

<https://www.nrcs.usda.gov/wps/portal/nrcs/main/fl/programs/financial/ewp/>

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Appendix B – Sample Letter of Request for EWP Assistance

<SPONSOR'S LETTERHEAD>

<Enter Date>

Juan Hernandez
State Conservationist
Natural Resources Conservation Service
4500 NW 27th Ave, Bldg A
Gainesville, Florida 32606

Dear Mr. Hernandez:

We request Federal assistance under the provisions of section 216 of the Flood Control Act of 1950, Public Law 81-516 or section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, to restore damages sustained in [County name] County by [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 [scope of the problems]. [Explain the assistance needed].

We are a [State, political subdivision of a State, qualified Indian tribe or tribal organization, or unit of local government] with a legal interest in or responsibility for the values threatened by the watershed emergency. We understand, as sponsors of emergency watershed protection measures, that our responsibilities will include:

- Contributing a share of the project costs, as determined by NRCS, by providing funds or eligible services necessary to undertake the activity.
- Obtaining any necessary real property rights, water rights, and regulatory permits.
- Agreeing to provide for any required operation and maintenance of the completed emergency measures.

We have exhausted or have insufficient funding or other resources available to provide adequate relief from applicable hazards. We acknowledge that NRCS will not provide funding for activities undertaken by a sponsor prior to the signing of an agreement between NRCS and the sponsor.

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

<Enter Name>

<Enter Title>

<Enter Address>

<Enter Telephone #>

<Enter Email address>

Please contact <Enter Name of Sponsor's Representative> for any additional information that you might need in assessing our request.

Sincerely,

<Enter Name>

<Enter Title>

Appendix C – Florida NRCS District Conservationists

The Florida District Conservationists and the county they service can be obtained from the following web site:

<https://offices.sc.egov.usda.gov/locator/app?service=page/CountyMap&state=FL&stateName=Florida&stateCode=12>

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Appendix D – ADS-093 – Notice of Grant and Agreement Award



U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR214209XXXXC003	2. Amendment Number	3. Award /Project Period 02/18/2021 - 09/10/2021	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service P. O. Box 141510 Gainesville, FL 32614-1510		6. Recipient Organization (Name and Address) SWAMP, COUNTY OF 1234 CORNFIELD ROAD HUMID, FL 32775-5588 DUNS: 000000000 EIN:	
7. NRCS Program Contact Name: Johnny Law Phone: (352) 338-9500 Email: johnny.law@usda.gov	8. NRCS Administrative Contact Name: Jo Lene Phone: (202) 555-0102 Email: jo.lene@usda.gov	9. Recipient Program Contact Name: Roscoe P. Coltrane Phone: (850) 123-3999 Email: rcoltrane@swamp.fl.gov	10. Recipient Administrative Contact Name: Fred D. Hound Phone: (850) 123-4001 Email: fred@swamp.fl.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Buford T. Justice Phone: (850) 123-4000 Email: bufordt@swamp.fl.gov
15. Project Title/ Description: Emergency Watershed Program project 5001, FL, Swamp County; DSR LUL-SWA-001 Snowman Rd ditch stabilization, LUL-SWA-002 Firehut Rd, ditch stabilization (6000017128)			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	☒ Federal	☒ Non-Federal	
Original funds total	\$601,064.75	\$176,783.75	
Additional funds total	\$0.00	\$0.00	
Grand total	\$601,064.75	\$176,783.75	
18. Approved Budget			

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Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$530,351.25	Other	\$70,713.50
Total Direct Cost	\$601,064.75	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$176,783.75
		Total Federal Funds Awarded	\$601,064.75
		Total Approved Budget	\$777,848.50

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
State Conservationist		
Name and Title of Authorized Recipient Representative	Signature	Date
County Administrator		

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).

Appendix E – Statement of Work

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to Swamp County, hereinafter referred to as the "Sponsor", for Hurricane LuLu EWP Project # 5001 in Swamp County, Florida for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR LUL-SWA-001 – Snowman Road ditch stabilization - \$368,500
- DSR LUL-SWA-002 – Firehut Road ditch stabilization - \$338,635

Total Estimated Construction Cost = \$707,135

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$777,848.50

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$530,351.25 + 25% Sponsor \$176,783.75): \$707,135.00

Technical Assistance (TA) Costs:

100% NRCS (10.0% of total construction cost): \$70,713.50

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 10.0 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

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Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
4. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
6. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
7. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
8. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
9. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
10. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
11. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
12. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
13. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

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14. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution. This also applies to temporary utilities.

15. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Government Representative (GR) and Program/Technical Contact progress reports every two weeks after execution of the agreement. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

16. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

17. Provide as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Government Representative.

18. Pay the contractor(s) for work performed in accordance with the agreement and submit a request for reimbursement on the NRCS provided EWP cost spreadsheet to the Government Representative with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof of payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

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

20. 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 any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

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

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

23. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract

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performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

24. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

25. Submit requests for a time extension to the agreement (if necessary) in writing no less than forty-five (45) days prior to the expiration date of the agreement. The time extension request shall provide a justification for the time extension and be supported by a revised schedule showing the work completed by the requested date. Submit the written, signed request to the NRCS Program/Technical Contact.

26. Submit performance reports on an annual basis to the Government Representative and to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

27. Submit SF-425 Financial Reports on a semi-annual basis to the Government Representative and to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

28. Submit payment requests to the Government Representative and the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis, after construction starts. Refer to the General Terms and Conditions for more information regarding payment requests.

29. The recipient (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, the recipient (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

30. In accordance with 2 CFR 200.340, the recipient understands this agreement may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a recipient fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- (3) By the Federal awarding agency or pass-through entity with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the recipient upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan (if required), Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the

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Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

C. MUTUALLY AGREED

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

2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

5. Except for item 4. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

7. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

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

Expected Accomplishments and Deliverables

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional engineer registered in Florida, except for debris removal only sites. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed and concurred by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be

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reviewed and concurred on by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M. An O&M plan is not required for debris or sediment removal sites.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a certification that the Project was installed in accordance with approved plans and specifications. For sites other than debris removal, the certification must be from a registered professional engineer.

Resources Required

As stated in this agreement.

Milestones

1. Hold pre-design conference: within 30 calendar days of agreement execution
2. Provide schedule to GR: within 14 calendar days of pre-design conference
3. Obtaining permits
4. Survey and design
5. Completing quality assurance and operation and maintenance plans
6. Solicit bids
7. Award contract
8. Administer construction contract, including providing construction inspection
9. Provide completion certification, to include As-Built Drawings
10. Complete close-out activities

Appendix F – GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. 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 <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to 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, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

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The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FPAC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

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to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. 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 recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. 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 subaward 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. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual 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. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. 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 costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

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specific audit conducted for that year.

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 FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. 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, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the 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 2 CFR Part 200.315. 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:

Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.
Room 6819 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 USDA 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 U.S. Department of Agriculture, under agreement 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. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

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e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

"USDA is an equal opportunity provider and employer."

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

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 authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. 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 FPAC 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. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. 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.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged 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 FPAC 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 FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

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

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XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

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 FPAC.

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).

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

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7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.

d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

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Appendix G - Sample Quality Assurance Plan

QUALITY ASSURANCE PLAN FOR <PROJECT NAME>

The Quality Assurance Plan (QAP) outlines the responsibilities of <Sponsor Name> to ensure that the works of improvement are installed in accordance with the plans and specifications. The <Sponsor Name> will designate a person to fulfill the inspection responsibilities.

I. ITEMS OF WORK TO BE INSPECTED

The work to be accomplished under this contract consists of clearing and grubbing, excavation, earthfill, grading, enlarging drainage inlets, removal and replacement of driveways, installing earth retaining structures (sheet piles, concrete retaining wall, and bin wall systems), installing rip rap, and vegetative measures.

The intensity of the inspection of these items will vary from periodic to continuous. The intensity of the inspection will depend on the complexity of the work item and what the damaging results would be should that portion of the installation fail.

The timing and intensity of the required inspection is shown in Table 1. Support personnel should be provided as needed to assist the assigned inspector. The inspector may consult the engineer as necessary.

Other types of work items may be encountered during construction. The intensity of the inspection will be determined by the Inspector or Engineer.

A. Clearing and Grubbing

Very limited inspection will be required on clearing and grubbing. The inspector will check the site to verify that the item was completed in accordance with the plans and specifications.

B. Excavating and/or Backfilling

Excavating and/or backfilling operations will require periodic inspection. The inspector shall be on-site in situations where the excavation or backfill is set to a grade that is critical for the installation of stabilization measures. The inspector shall be on-site to ensure the earthfill is of suitable material and to make sure the earthfill has sufficient moisture content and is compacted in accordance with the plans and specifications.

Compaction tests shall be performed periodically to ensure that fill is placed and embankments are constructed in accordance with the plans and specifications.

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C. Drain Pipe

The inspector shall check the quality of pipe materials prior to installation to ensure it meets the plans and specifications.

Inspect where drain pipes are installed through bin walls systems/sheet pile to ensure that proper grouting has been performed as detailed in the plans and specifications.

D. Earth Retaining Structures (Sheet Piles, Concrete Retaining Wall, and Bin Wall Systems)

The inspector shall ensure that the materials provided by the Contractor, for the earth retaining structures, meets all project specifications and has the correct backfill as detailed in the plans and specifications.

The inspector shall provide continuous inspection of the installation of the earth retaining structures to ensure that proper techniques are used for connecting subsequent sections of the structures and for tying into grade. Contractor shall follow manufacturer's recommendations and installation techniques in accordance with the plans and specifications.

E. Rock Riprap

Verify that the rock riprap is of the gradation and durability as specified and placed to the neat lines as shown on the plans. Careful inspection will be required to ensure the rock riprap is uniformly placed.

F. Geotextile

Verify that the geotextile is of the type specifies and is placed as specified on the drawing. Careful inspection will be required to ensure the geotextile is properly and has the overlap as show on the drawings.

G. Vegetative Measures

QA inspection for this item will be to ensure that:

- The site/seedbed is properly prepared.
- The correct type and amount of seed, fertilizer, lime and mulch are applied according to the plans and specifications.
- Where sod is used, the correct type and amount of sod and applied according to the plans and specifications.
- All disturbed areas are treated.
- Native vegetation is installed as directed by the engineer.

H. Concrete

Verify that all concrete is constructed to the dimensions and grades as shown on the drawings with the specified class of concrete (compressive strength). Ensure that the

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concrete contains the appropriate cement, coarse aggregate, fine aggregate and admixtures as stated in the construction specifications or in the approved design mix.

I. Pollution Control

Inspect to verify that pollution control measures are installed as per the plans and specifications and/or as required by the permits.

Table 1 – Inspection Items and Intensity

Item	Inspector
Clearing and Grubbing	P/F
Excavating and/or Backfilling	P/F
Drain Pipe	P/F
Earth Retaining Structures	P/F
Rip Rap	P/F
Vegetative Measures	P/F
Concrete	C/F
Pollution Control	C/F

Legend: C = Continuous
P = Periodic
F = Final

II. INSPECTOR SKILLS NEEDED TO PERFORM THE REQUIRED INSPECTIONS

- A. Ability to manage an inspection program effectively.
- B. Must understand the design concepts of the job to ensure that it is installed properly and functions properly.
- C. Must be familiar with quality assurance and inspection needed for installation of earthfill, drain pipes, earth retaining structures, geotextiles, vegetative measures, concrete, and other materials used in the work.
- D. Ability to establish and maintain effective working relationships and clear communications with the Contractor and others involved or affected by the project.
- E. Thorough understanding of all contract provisions.
- F. Ability to recognize potential safety hazards and take the necessary actions to avoid them to the extent possible.

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- G. Ability to anticipate potential conflicts of work activities with existing utilities and fixed improvements and to take the necessary actions to resolve them in the most efficient manner.
- H. Ability to administer contract to include preparation of contract modifications and pay estimates on a timely basis.

III. STAFF NEEDED TO PERFORM REQUIRED INSPECTIONS

One Inspector shall be available to inspect the construction progress at critical points during construction as shown in Table 1. The Inspector will ensure overall compliance with plans and specifications and recommend needed modifications.

The Inspector will be needed for the duration of the contract. In addition, one additional person will be needed to be on call to fill in if the Inspector is absent from work.

The < **Sponsor Name** > will periodically check on construction and review all requested modifications.

IV. TESTING EQUIPMENT AND FACILITIES NEEDED

No testing equipment or facilities will be needed by the Inspector. Concrete slump tests, concrete temperature, and required compaction tests will be performed by the Contractor.

Compaction test will be performed by a testing lab approved by the engineer.

The inspector will need equipment such as a survey level, rod, and measuring tape to check the Contractor's work.

V. NAMES OF QUALIFIED PERSONNEL

The < **Sponsor Name** > has contracted with < **Firm Name** > to inspect the construction of the works of improvement. < **Firm Name** > to provide an Inspector and Project Engineer to make reviews by visiting the work site and/or by verbal communications with the Inspector to assist with problems that may develop requiring changes in the design and to gain familiarity in case of contractual problems with the Contractor.

VI. DOCUMENTATION AND REPORTS TO BE PREPARED

A daily job diary shall be kept by the Inspector and entries shall be made daily for the duration of the contract.

Survey notes documenting the installation and measurements shall be recorded in a bound field book. Quantity computations for all materials shall be recorded including measurements. The computations shall be checked and initialed by a second person.

Photos and/or slides shall be taken throughout the term of the contract. Photos shall be digital. The photos shall be logged and clearly identify the job and what the photo is about. The log and photos shall be submitted along with the as-built drawings.

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At the completion of the job, the <Firm Name> shall furnish to the <Sponsor Name> an Engineer's certification that the job was installed as planned and meets all specifications. The engineer shall also furnish a sealed set of AS BUILT drawings and a list of the items installed along with the quantity of each. The AS-BUILT drawings shall be kept up to date during construction and the final AS-BUILT drawings shall be checked by the < Sponsor Name >

The above listed documentation shall be completed and mailed to the <Sponsor Name> Engineer within 10 work days of the completion of the work.

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Appendix H – Sample Bi-Weekly Progress Report

United States Department of Agriculture, Natural Resources Conservation Service
Emergency Watershed Protection (EWP) Program
Bi – Weekly Progress Report

Sponsor Name: [Click or tap here to enter Sponsor Name.](#)

Agreement Number: [Click or tap here to enter Agreement Number.](#)

Reporting Period: [Click or tap here to enter text](#) to [Click or tap here to enter text](#)

Report Number: [Click or tap here to enter text](#)

Work Accomplished for the Reporting Period:

Contractor started mobilizing and building the coffer dam. The contractor has mobilized on site with equipment, tool shed, concrete forms and materials, the coffer dam is complete, the turbidity barriers are in place, the by-pass flow channel has been dug around the coffer dam, and the steel sheet piling was delivered.

Technical Onsite Inspections:

Onsite inspections occurred during mobilization, during construction of the coffer dam, and excavation of the bypass channel. The plans were reviewed with the job site foreman, the construction staking was reviewed and the benchmarks were checked for the correct elevations in NGVD 29 Vertical Datum.

Work to Planned to be Accomplished During the Next Reporting Period:

The contractor is planning to begin installing sheet piling. The weir gates will be ordered and fabricated. Rock riprap will be delivered and stockpiled on-site. Once the sheet piling have been set to grade, excavations will be made and slopes prepared for rock riprap placement.

Results of Materials Tests (if applicable):

[Click or tap here to enter text.](#)

Deficient Work Products and/or Tests with Corrective Action (if applicable):

[Click or tap here to enter text.](#)

Anticipated Modifications (if applicable):

[Click or tap here to enter text.](#)

Technical Problems Encountered (if applicable):

[Click or tap here to enter text.](#)

Contractual Issues and Relevant Information:

[Click or tap here to enter text.](#)

Bi – weekly Progress Report

1 of 1

Date Prepared: [Click or tap here to](#)

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Appendix I – Sample Operation and Maintenance Plan

OPERATION AND MAINTENANCE PLAN

Emergency Watershed Protection Program

<Job Name>

<Sponsor Name>

XXXX County, Florida

OPERATION AND MAINTENANCE NEEDS

This site will require the <Sponsor Name> to perform periodic inspections and operation and maintenance activities to maintain satisfactory performance. The following recommendations will help the <Sponsor Name> in performing adequate operation and maintenance.

I. VEGETATION

A. Weed and Brush Control

Mow to control weeds, briars, and bushes. On areas inaccessible to power mowing equipment, weed and brush control should be accomplished by hand or chemicals.

B. Insect and Disease Control

No disease problems should occur on bahiagrass, centipede, or common bermudagrass. Identification of pests and needed control should be obtained from local Agricultural Extension Service Office.

C. Vegetation

As soon as possible, repair sites that become devoid of vegetation. This will usually occur when adequate vegetative cover was not initially established. If this is not the case, study the situation carefully to determine the causes. This will probably be due to soil erosion or vehicles which may need special on-site assistance from the Natural Resources Conservation Service representative. Use the following recommendations for normal vegetation of smaller areas.

Fill the low or washed out areas with topsoil. The topsoil should be free of weed seeds, litter, and rocks, and have a high organic matter content. One inch of topsoil will require 3.1 cubic yards per 1,000 square feet.

Fertilize with 13-13-13 or similar fertilizer at a rate based on soil tests. Lime with dolomite at a rate based on soil tests. Incorporate fertilizer and lime into the upper six (6) inches of soil. After final grading, distribute bahiagrass seed uniformly over the area at a rate of 2 - 3 lbs. per 1000 square foot with a drop-type fertilizer spreader or cyclone-type broadcast spreader. Cover the area in one direction and then at right angles in the other direction. Cover the seed lightly one-fourth (1/4) inch deep. Firm the seed into the soil with a roller. After seeding, apply a mulch of one (1) inch or more of close fitting

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material, or up to four (4) inches of loose fitting material, so that about 25 percent of the ground is visible. Disk or spade in lightly at or near vertical angle. Starting 4 - 6 weeks after the seed has germinated, apply ammonium nitrate at the rate of three (3) pounds per 1,000 square feet every month until grass is well established.

Sod can be used instead of seed and will obviously result in establishment of vegetation of the area quicker than seeding. The site preparation, liming, and fertilization are the same for seeding. Lay pieces of sod over the entire area on the contour with snug, even joints. Stagger the joints from strip to strip. Roll or tamp sod immediately following placement. Do not overlap the sod. On steep slopes secure sod to surface with wooden pegs or wire staples. If a dry period occurs, irrigate with one (1) inch of water every third day unless rain occurs. Do not exceed an application rate of one (1) inch per hour. After the area is vegetated, use the maintenance measures discussed in Sections III and IV.

II. STRUCTURES

A. Pipe

The pipe does not require any operation. Check the pipe coating, especially at locations where exposed. Repair any coating that has deteriorated.

B. Inlet Structures

Check inlets periodically to ensure grates are in place. Remove any debris that has collected on the grates or at the slots in order to maintain flow capacity. Check antivortex baffles to ensure they are in place as designed.

Check concrete aprons around the inlets for cracks. Repair any major cracks immediately. Keep woody vegetation removed from the inlet structure.

C. Outlet Structure

The area downstream of outlet structure has the potential (but is not expected) to degrade below the elevation of the existing ground. If degradation does occur, minor land smoothing and revelation will be needed.

The outlet structure should be inspected and maintained in the same manner as the inlet structures.

D. Detention Ponds

Inspect the detention ponds monthly. Repair any eroded areas or areas void of vegetation immediately in accordance with Section I.

Mow the bottom and side slopes frequently to prevent leaving a heavy layer of cuttings which could build up at the outlet structure.

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Should the bottoms of the ponds develop a seal, a light disking with the disks set almost straight or by other means should be used to diminish the sealing.

III. EMBANKMENT AND DIVERSIONS

Inspect and repair detention pond and diversion embankments as needed. Replace eroded material and provide a vegetative cover on eroded areas. Keep the emergency spillway free of shrubs, woody plants, and other obstructions to preserve design capacity.

If seepage is found to be coming from the embankment contact the NRCS for technical assistance.

The diversion channels should be inspected monthly and following each significant rain event. Any eroded areas should be repaired immediately. It is essential that a good vegetative cover be maintained.

IV. SCHEDULE OF INSPECTIONS

The facility should be inspected (1) thirty (30) days after completion, (2) after each major storm or occurrence of any unusual condition that might adversely affect the measure and (3) annually. All deficiencies should be corrected immediately. Reports of the inspection(s) and subsequent follow up maintenance shall be kept on file at the owner's office.

V. SUPPLIES AND EQUIPMENT NEEDS FOR O&M

The following supplies and equipment will be needed to operate and maintain the facility:

- One pick-up truck used for inspection as needed.
- Tractor with disk harrow and mower as needed.
- Gasoline for truck and tractor; oil, lubrication, and maintenance supplies for truck and tractor as needed.
- Bahiagrass sod or seed as needed.
- Fertilizer and lime as required by soil test.
- Mulch as needed.
- Miscellaneous small tools such as drop type fertilizer spreader, weed eaters, etc.

VI. TECHNICAL ASSISTANCE

When needed, special on-site assistance is available from the local NRCS District Conservationist.