



**United States
Department of
Agriculture**

Emergency Watershed Protection (EWP) Program

Sponsor's Guide



**Davis, CA
February 2013**

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

SPONSOR'S GUIDE

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INTRODUCTION

The USDA - Natural Resources Conservation Service (NRCS) provides technical and financial assistance to communities for restoring watersheds ravaged by natural disasters. Through the Emergency Watershed Protection (EWP) program, NRCS helps safeguard people and property following natural disasters such as floods, fires, wind storms, earthquakes, and drought. Measures eligible for assistance include repairing existing channels and protecting streambanks. This assistance protects homes, businesses, and other properties from further damage of subsequent storms.

Local Sponsors, such as a city, county, tribal government, or conservation district, may apply for assistance. NRCS provides financial assistance up to 75 percent of the construction costs for installing eligible emergency treatments. Sponsors of EWP projects determine priorities for emergency assistance and coordinate work with other federal and local agencies. They are responsible for obtaining the necessary landrights and permits, providing 25 percent cost-share, and providing for the operation and maintenance of completed emergency measures. Sponsors may provide their share of construction costs in the form of cash or in-kind services, such as material, labor or equipment.

The NRCS can also provide additional funding to the Sponsor for engineering services and construction inspection up to a maximum of 10% of the construction cost.

This booklet is intended to provide information that will answer many frequently asked questions and provide additional guidance to those involved in the EWP program.

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To file a complaint of discrimination, write the USDA, Director, Office of Civil Rights, Room 326W, Whitten Building, 14th and Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

CALIFORNIA'S EMERGENCY WATERSHED PROTECTION PROGRAM

USDA Natural Resources Conservation Service

Davis, CA

The NRCS in California has assisted local Sponsors implement hundreds of emergency recovery projects needed to protect homes and businesses from additional damage following natural disasters for over 40 years. The need for this assistance continues and funding for this assistance is limited.

This EWP Sponsor Guide is provided to local Sponsors to assist them with the planning, design and installation of needed emergency measures in the most efficient way possible.

Program features

- NRCS pays 75% of the approved construction cost and a portion of the engineering cost to design and implement the project.
- Sponsor completes engineering surveys, design, contract administration, and inspection.
- NRCS will be available for technical support and answering questions about the EWP Program.

Program benefits

- Sponsor will control the pace of contracting and the construction process. However, contracts will be completed within time limits established in Agreement.
- Sponsor will have control over contracting, design, and construction. Sponsor will be able to receive reimbursement for the design, contracting, and construction inspection costs up to 10% of the construction cost.

- Up to 85% percent construction costs will be reimbursed by NRCS, freeing up Sponsor resources for other community or organization needs.

How will the plan work?

The following basic steps outline the EWP process.

1. Sponsor contacts the local NRCS Office to request an initial assessment of the remaining threats to life and property following a natural disaster.
2. Sponsor submits a formal request to the NRCS State Conservationist for EWP assistance within 60 days following the natural disaster.
3. NRCS and the Sponsor will complete Damage Survey Reports (DSRs) for sites damaged due to the disaster event.
4. NRCS will prepare a Cooperative Agreement defining the scope of work, cost share rates and maximum federal funding and responsibilities for the NRCS and Sponsor to implement the project.
5. If approved and federal funds are available, NRCS will return a signed Cooperative Agreement that will include the approved dollar amount.
6. Sponsors may then proceed with the emergency work for exigency projects and complete work within 10 days. For non-exigency projects, the Sponsors may proceed with the engineering design, contracting and installation of

All programs and services of the Natural Resources Conservation Service are offered to everyone on a non-discriminatory basis without regard to race, color, national origin, religion, sex, age, marital status, or handicap.

the project with their own forces or contract for these services and complete construction within 220 calendar days or the time period specified in the Agreement.

7. A copy of the final design, contract specifications and drawings, must be provided to NRCS for acceptance prior to the solicitation for bids.
8. Each Sponsor shall follow the contracting rules and regulations that apply under federal and state law.
9. Provide NRCS a copy of the completed contract award document and bid abstract.
10. Invite NRCS staff to attend the Pre-construction meeting with the Sponsor and Contractor.

11. Administer the construction contract and perform the required inspection. Provide NRCS a set of "As-Built" drawings.

12. NRCS will visually inspect the site when emergency measures are complete and certify the Request for Reimbursement (Form SF-270) submitted by the Sponsor.

13. The National Finance Center will issue a check (direct deposit) on or about 30 days after NRCS receives and processes form SF-270 and supporting documents.

For more information, contact your local NRCS field office. (www.ca.usda.gov)

EWP COOPERATIVE AGREEMENTS, AMENDMENTS, AND PAYMENTS:

Policies, Procedures, and Other Things You Should Know

USDA Natural Resources Conservation Service

Davis CA

Use of Damage Survey Reports (DSR's)

DSR's are prepared by NRCS to determine if the proposed project is eligible for federal assistance under the EWP program. The DSR includes the scope of the proposed project, construction cost, near turn economic benefits and environmental evaluation worksheet. Approved DSR's are used to prepare the Cooperative Agreement for the project.

Cooperative Agreements and Amendments

Cooperative Agreements will define the scope of the project, maximum federal cost and identify the responsibilities of the Sponsor and NRCS in implementing the emergency measures.

Reimbursement by the NRCS for eligible work can only be made for work performed after the approval of the Agreement and as described in the Agreement. Projects must be completed within 10 days for exigency projects and 220 days for non-exigency projects or as defined in the Cooperative Agreement.

What Sponsors Will Need to Provide to NRCS

The file maintained by the NRCS contract specialist for each Cooperative Agreement will include the following:

- A. Executed Cooperative Agreement and subsequent amendments.
- B. Copies of landright assurances (Form ADS-78).

- C. Copies of engineering plans signed by a registered professional engineer.
- D. Copies of contracts and any modifications as they are developed and executed by the Sponsor.
- E. Copies of the Request for Reimbursement (SF-270) and supporting documentation.

What Sponsors Should Keep on File

Since EWP Sponsors are subject to provisions of the Single Audit Act (OMB Circular A-128, April 12, 1985), a file should be maintained on each EWP-funded contract for a period of three 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.

These files should include all items listed above. They should also include documentation of activities performed or hired related to survey, design, contract administration, and inspection (i.e., job diaries, payroll records, operation and maintenance records, etc.).

Getting Reimbursed

Sponsors requesting reimbursement for EWP-approved costs should submit a completed form SF-270, and include documentation for any request that has not been previously submitted. Documentation will include, as a minimum, a certification of completion signed by the Sponsor and the NRCS liaison officer and invoices from the contractor.

Sponsors should submit no more than one form SF-270 for each Agreement to NRCS per month. Sponsors should receive payment in approximately 30 days from the date a proper billing is received by NRCS. A proper billing consists of form SF-270 and supporting documents.

USING YOUR PEOPLE AND EQUIPMENT TO CONSTRUCT THE PROJECT:

Reimbursement Guidelines for Emergency Watershed Protection Program Sponsors

USDA Natural Resources Conservation Service

Davis CA

The Emergency Watershed Protection (EWP) program has been used in hundreds of locations across California to assist local communities recover from sudden watershed impairments.

Sponsors may elect to use their own personnel and equipment to install EWP emergency measures to protect homes, buildings and utilities from damage following a natural disaster. Seventy five percent of approved construction costs can be reimbursed by the NRCS. In some cases equipment may be rented, with or without operators, to supplement their own work force. This arrangement is referred to as "force account" work. The use of force account work is particularly effective for the installation of emergency measures installed for exigency projects when the work must be completed within 10 days of project approval and funding.

This fact sheet will provide EWP project Sponsors with information on the types of reimbursable expenses. It will also provide guidance on allowable expenses for reimbursement of labor, machinery, and material costs.

General Guidelines

Repairs on sites completed on force account basis must:

1. Meet all regular criteria for assistance under the EWP program, including an approved DSR and Cooperative Agreement.
2. Show a cost savings greater than 10% below the estimated cost using local contracts.

3. Not begin before the execution of a Cooperative Agreement with NRCS.

Additional general guidance is provided on the fact sheets entitled "California Emergency Watershed Protection Program" and "EWP Cooperative Agreements, Amendments, and Payments." These fact sheets have some specific references to work being handled by contracts between local Sponsors and construction contractors, but much of the information is also applicable to force account work.

Reimbursable Items and Allowable Costs

Purchased materials may be reimbursed as part of EWP force account projects. These materials are those that are a direct part of the repair and described in the approved Plan of Operations for the Force Account Agreement.

All requests for reimbursement of material costs must be supported by receipts or invoices that detail quantities and unit costs used for each project.

Labor and equipment costs for repair work will be reimbursed as described in the approved Plan of Operations. These charges must be supported for audit purposes by time sheets, job diaries, and receipts or invoices for any expenses associated with labor or equipment operation.

Reimbursable labor costs may include both wages and benefits. Reimbursable equipment costs may include, but are not limited to, fuel, lubricants, transport, equipment rental, and minor incidental repairs that are directly

attributable to work done at the EWP repair site.

Authorized Technical Services associated with survey, design, plan preparation, and construction inspection will be reimbursable up to 10% of the cost of installation when specified in the Agreement.

Questions related to the use of Force Account Agreements should be directed to the local NRCS field office.

FREQUENTLY ASKED QUESTIONS RELATED TO THE NRCS EWP PROGRAM

- 1. Q How do we request EWP help and how soon do we need to ask for help after the disaster event?**

A A Sponsor can apply for EWP help at any NRCS office. The request should be as soon as possible after conditions permit access to the damaged areas but no later than 60 days following the disaster.
- 2. Q Can EWP funds be used on a non-Presidential-declared disaster?**

A Yes. The NRCS State Conservationist may declare a Local Natural Disaster and assist Sponsors implement emergency recovery measures under EWP.
- 3. Q When a Presidential-declared disaster exists, who coordinates emergency activities for the various programs?**

A FEMA is the lead federal agency for Presidential-declared disasters. NRCS will coordinate EWP emergency work with FEMA. However, NRCS works directly with local Sponsors with the implementation of emergency measures funded under EWP.
- 4. 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 and the Agreement is approved, work on an exigency site must be completed within 10 days.
- 5. 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 Sponsor is notified that funds are available and the Agreement is approved.
- 6. Q The Sponsor has decided to perform the work associated with EWP (Force Account). What expenses will be reimbursed?**

A The work-related expenses for materials incorporated into the site, and labor and equipment used to perform the work. NOT reimbursable are personnel, equipment, material, or supply costs associated with survey, design, plan preparation, administration, or construction inspection. These costs will be reimbursed up to 10% of the cost of installation separately from the Force account as specified in the approved Agreement.

- 7. Q What type of easements are required for EWP work?**
A For permanent, long-life measures that are off the Sponsors R.O.W., permanent easements should be obtained. Work permits may be adequate for work consisting of sediment removal, revegetation, 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. The Sponsors must provide NRCS written assurance that the necessary easements and permits have been obtained.
- 8. Q Which sites must have a site-specific O&M Plan prepared?**
A Permanent, long-life measures such as large grade stabilization structures and debris basins, etc., require a formal O&M Plan and Agreement.
- 9. Q What kinds of disasters are eligible for repair under the EWP program?**
A
- Severely eroded streambanks impacting homes or buildings.
 - Landslides.
 - Wildfire.
 - Flood debris in streams.
 - Recent sediment deposits in streams.
- 10. Q What kinds of damage are not eligible for repair under the EWP program?**
A
- Damage that would be expected from a “normal” storm event. Work to repair this damage is considered routine operation and maintenance.
 - Damage that existed before the disaster event.
 - Washed-out road fills, road surfaces, bridges, culverts, utilities, and similar structures.
 - Erosion that only threatens 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 Corps of Engineers.
- 11. Q Are landslides eligible for EWP assistance?**
A Maybe. If the slide threatens life or property and is a sudden impairment, it could qualify for EWP assistance assuming economic and other criteria were met.
- 12. 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 stream. This is considered a pre-existing problem and repair would be considered normal

O&M for the site.

- 13. 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. The watershed impairment has to have occurred in the event(s) associated with the request for assistance.
- 14. Q A stream 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).
- 15. 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 predisaster capacity of a channel.
- 16. Q A stream existed off the right-of-way of a county road prior to the big flood. The rains associated with the flood caused the stream to move and threaten the road. Can EWP funds be used to stabilize the stream and protect the road?**
A Yes.
- 17. Q A county road has been completely eroded by a stream during the storm event. Can EWP funds be used to rebuild the road?**
A No. Generally the road is rebuilt with FEMA funds. EWP funds cannot be used to repair or rebuild public facilities. (This protection should be part of the road repair).
- 18. Q An eligible site can be repaired with riprap as the least expensive alternative to reduce the risk to the predisaster condition. 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 the permanent solution must be incurred by the Sponsor.

- 19. Q A streambank is eroding and threatening cropland. Can EWP funds be used to riprap the streambank.**
- A** No. EWP funds cannot be used to protect cropland or pastureland. Other programs are available for this.
- 20. 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, if the damage completely isolates residences or businesses from fire and emergency team access, or if there are other social, environmental, or economic considerations that can be shown, the site may qualify. Another option would be for NRCS to fund costs up to the amount that is economically justified with the Sponsors funding the remainder.
- 21. Q Can a prior EWP funded site be eligible for financial assistance during a subsequent event?**
- A** Yes, if the damage is caused by an extreme storm event. However, 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. Consequently, sites that have been funded in prior events may receive lower priority for funding than newly damaged sites. Sites cannot be funded more than twice in any 10-year period.
- 22. Q A stream along a road is being repaired with an EWP contract. During construction it is discovered that the 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.
- 23. Q The county (or city) has already performed obstruction removal at a bridge location prior to requesting assistance from the EWP program. Can this work that has already been performed be included in DSRs and the county receive payment for the work?**
- A** No. Reimbursement to the Sponsor can only occur when described in the Cooperative Agreement and after the Agreement is approved.
- 24. Q How "fancy" (neat and detailed) do construction drawings have to be?**
- A** Drawings only need to be as detailed as is necessary to convey the

information required to construct the work. The amount of detail should be commensurate with the complexity of the project. For a sediment removal project completed under a force account Agreement, simple pencil drawings may be adequate. Work accomplished under formal contracts generally require more details and should be more specific to avoid contract disputes.

25. Q Do all engineering plans developed by the Sponsor need to have a P.E. seal and NRCS approval?

A Yes.

26. Q Do NRCS engineers have to review all plans developed by the Sponsors engineer?

A Yes. Acceptance by the NRCS is to ensure that the contract is in compliance with the approved DSR and Cooperative Agreement. The Sponsor is responsible for the adequacy of the design and construction requirements.

27. 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 equipment from the top of the streambank.

28. Q Who performs the final inspections?

A The Sponsor is responsible for insuring that repairs are completed as designed. NRCS personnel will participate in the final inspection at each site to confirm that the repair was made and that it is 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 made.

29. Q Can some of the sites described in an Agreement be paid before all the sites included in the Agreement are complete?

A Yes. SF-270 forms (Request For Payment) may be submitted for groups of completed sites.

30. Q What should be done if a cost-overrun occurs?

A As soon as it is apparent that repair costs will exceed the approved cost in the Agreement, notify the NRCS District Conservationist and request a modification to the Cooperative Agreement. If the additional costs are justified, and funds are available, the additional costs should be approved. However, if EWP funds are exhausted, NRCS may be able to pay only the

amount obligated in the original Agreement.

31. 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 NRCS district conservationist at least 40 days prior to the expiration of the Agreement and request a time extension. If they are working diligently to complete the work, an extension will generally be granted. If construction has not begun, the Agreement might not be extended and a new application for funds may be required.

32. 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 10 to 14 working days.

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.

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 under one of the following Nationwide Permits:

NWP 13. BANK STABILIZATION - Applies to bank stabilization activities necessary for erosion prevention where:

- the bank stabilization activity is less than 500 feet in length.
- 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.
- no material is placed in any special aquatic site, including wetlands.
- notification will be given to the Corps of Engineers when bank stabilization activities exceed 500 feet in length or an average of one cubic yard per running foot.

NWP 26. HEADWATERS AND ISOLATED WATERS DISCHARGES - Applies to discharges of dredged or fill material into headwaters and isolated waters where:

- The discharge does not cause the loss of more than 10 acres of "Waters of the United States."

NWP 37. EMERGENCY WATERSHED PROTECTION AND REHABILITATION - Applies to work done by or funded by the Natural Resources Conservation Service qualifying as an "exigency" situation, under its Emergency Watershed Protection Program.

Sponsors should consult with NRCS or COE personnel if there is any question whether or not an individual permit is required.

The State of California, Department of Fish and Wildlife requires the Sponsor to notify the Department within 14 days after beginning immediate emergency work within streams that is necessary to protect life and property.

COOPERATIVE AGREEMENT EXAMPLES

After the Sponsor has prioritized the DSRs and selected the sites to be repaired, NRCS will prepare Cooperative Agreements for the Sponsors signature. The Cooperative Agreement obligates funds for the repair and establishes the time period within which the work must be completed. After the Sponsor signs the Cooperative Agreement and landrights certification (Form NRCS-ADS-78) and returns the original to NRCS, the NRCS representative will sign and return a copy to the Sponsor and the Sponsor is to proceed with the work.

There are two types of Cooperative Agreements - Force Account and Formal Contract. The Cooperative Agreement allows the Sponsor to perform emergency work in the following manner:

Force Account - Sponsor uses their employees. This method of construction is effective for exigency projects that must be completed within 10 days after the approval of funds. This can also be used for non-exigency projects if desired by the Sponsor.

Locally Led Contract – A Sponsor administered contract using private construction contractors and competitive bidding. This method of construction may be most appropriate for non-exigency projects that must be completed within 220 after the approval of funds.

An example of each type of Cooperative Agreement is attached.

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment No.	3. Award/Project Period	4. Type of Award Instrument				
5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address)		6. Recipient Organization: (Name and Address)					
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DUNS:	EIN:						
7. NRCS Program Contact:	8. NRCS Administrative Contact:	9. Recipient Program Contact:	10. Recipient Administrative Contact:				
11. CFDA Number	12. Authority	13. Type of Action	14. Project Director				

15. Project Title/Description:

16. Entity Type: ___Profit ___Nonprofit ___Higher Education ___Federal ___State/Local ___Indian/Native American
 ___Other

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Grand Total:																																	
18. Accounting and Appropriation Data																																	
Financial Code	Amount	Fiscal Year	Treasury Symbol																														

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

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

(Continuation)

NOTICE OF GRANT AND AGREEMENT AWARD

Award Identifying Number	Amendment No.	Award/Project Period	Type of Award Instrument

Name and Title of Authorized Government Representative	Signature	Date
Name and Title of Authorized Recipient Representative	Signature	Date

NONDISCRIMINATION STATEMENT

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

PRIVACY ACT STATEMENT

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

INSTRUCTIONS FOR NOTICE OF GRANT/AGREEMENT AWARD

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

STATE: California
 EWP PROJECT: _____
 AGREEMENT NO.: 69-9104-x-xxx
 PROJECT NO.: 5xxx

UNITED STATES DEPARTMENT OF AGRICULTURE
 NATURAL RESOURCES CONSERVATION SERVICE

COOPERATIVE AGREEMENT - FORCE ACCOUNT

THIS AGREEMENT is between the _____,
 hereinafter called the Sponsor; and the Natural Resources
 Conservation Service, United States Department of Agriculture,
 hereinafter called the NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of the Emergency Watershed
 Protection Program, Section 216 of the Flood Control Act of
 1950, PL 81-516, 33 U.S.C. 701b-1; and Section 403 of the
 Agricultural Credit Act of 1978, PL 95-334, as amended by
 Section 382, of the Federal Agriculture Improvement and Reform
 Act of 1996, PL 104-127, 16 U.S.C. 2203, NRCS is authorized to
 assist the Sponsor in relieving hazards created by natural
 disasters that cause impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency
 watershed protection measures to relieve hazards and damages
 created by _____.

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

A. It is agreed that the following described work is to be
 performed at an estimated cost of \$_____.

1. The installation of emergency measures include: _____

as described in the approved Damage Survey Report,
 DSR No. _____ and final plans
 approved by the NRCS.

B. The Sponsor will:

1. Provide 25 percent of the cost of the construction described in Section A through cash contribution approved in this agreement. The Sponsor's cash contribution is estimated to be \$_____.
2. Secure the materials and equipment and install the protection measures described in Section A by force account in accordance with drawings and specifications furnished by the Sponsor when concurred in by NRCS. Protect all materials to be used and maintain a current record of disbursements and use of such material. Maintain all equipment used in good operating condition.
3. 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 emergency watershed protection measures described in Section A.

The Sponsor will provide certification (sign form NRCS-ADS-78) that real property rights have been obtained for installation of planned work (no attorney's opinion is required).

4. Designate the following individual as the liaison between the Sponsor and NRCS.

(Name)

(Street)

(City, State and Zip Code)

(Phone)

(Email)

5. Carry out the work in accordance with the Plan of Operations heretofore prepared by the Sponsor and concurred in by NRCS. Secure NRCS concurrence before changing the Plan of Operations.

6. Procure any acquisitions in accordance with applicable state requirements.
7. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
8. Be responsible for all administrative expenses necessary to arrange for and carry out the emergency watershed protection measures described in Section A. These administrative expenses include but shall not be limited to facilities, clerical personnel, and legal counsel including such attorneys deemed necessary by NRCS to resolve any legal matters.
9. Submit billings to NRCS on Form SF-270, Request for Advance or Reimbursement, along with itemization of eligible costs incurred.
10. Maintain, as a minimum, the following data to support the Sponsor's request for reimbursement:
 - a. Invoices covering actual costs of materials.
 - b. Records showing materials actually used on the work, and disposition of excess materials.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed on the work.
 - d. Equipment operating records showing the rate, hours, and dates actually used on the work.
11. Arrange for and conduct final inspection on completed emergency watershed protection measures with NRCS to determine whether all work has been performed in accordance with specifications and plan of operations.
12. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by it under this agreement or resulting from the work provided for in this agreement.
13. Retain all records dealing with direct supervision, labor, equipment, and materials used in the work for 3 years from the date of the Sponsor's submission of the final request for payment or until final audit findings

have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or until 3 years, 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, excerpt, and transcripts.

14. Comply with the applicable requirements in Attachments A and B to this agreement.
15. Upon acceptance of the work, assume responsibility for operation and maintenance of the emergency measures for a period of 3 years.
16. Work with and recognize NRCS in any public or legislative outreach deemed appropriate for aiding citizens in understanding the use of public funds and repair of watersheds undertaken as a result of this cooperative venture.

C. NRCS will:

1. Provide 75 percent of the cost of the emergency watershed protection measures described in Section A. from available financial assistance (FA) funds not to exceed a maximum amount of \$_____.
2. Assist the Sponsor with technical services as needed, including but not limited to the preparation of designs, drawings and specifications and periodic inspection during construction.
3. Review and approve construction plans as identified in Section B.2 of this agreement.
4. Provide the services of a Government Representative and Government Inspector, as necessary.
5. Make payment to the Sponsor for NRCS' share of the cost upon receipt and approval of Form SF-270.
6. Be available to conduct progress checks and participate in final inspection.

7. Designate the following individual as liaison between the Sponsor and NRCS.

(Name)

(Street)

(City and State)

(Phone)

(Email)

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 3 calendar days after the date NRCS has executed this agreement in the event the work has not been commenced. This agreement expires 10 calendar days from NRCS approval unless amended in accordance with Clause D.2 of this agreement.
2. This agreement may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.
3. The procurement of materials necessary for accomplishing the emergency watershed protection measures described in Section A. will not be made from the Sponsor or firms in which any official of such organization or any member of such official's immediate family has direct or indirect financial interest in the pecuniary profits of such firm.
4. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this

termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

5. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, elect to proceed without obtaining concurrence as set out in Section B. of this agreement.
7. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
8. By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies. (Signature page located on the attached ADS 093, Notice of Grant and Agreement Award).

E. Attachments to Agreement

The following attachments are incorporated in the agreement:

Attachment A: Special Provisions

Attachment B: Special Provisions - Construction

Attachment C: 7 CFR 3016.36 Procurement

Attachment D: The following standard forms submitted by the Sponsor:

SF 424 - Application for Federal Assistance

SF 424C - Budget Information Construction Programs

SF 424D - Assurances - Construction Programs

FORCE ACCOUNT - PLAN OF OPERATIONS

PROJECT: _____

SPONSOR: _____

COOPERATIVE AGREEMENT NO. _____ DSR No. _____

1. SCOPE

The scope of work consists of: _____

_____ as described in the approved Damage Survey Report or approved construction drawings and specifications.

The following work described in this Plan of Operations is an estimate of the material, equipment and labor needed to complete the work.

The actual cost to complete the work shall be documented in the Job Cost Detail Report including invoices for material incorporated into the work, daily time records for each employee showing name, classification, wage rate, hours and dates actually employed on the work. Equipment records shall show the rate, hours and dates actually used on the work. Reimbursement to the Sponsor will be at the cost share rate and is not to exceed the approved amount as described in the Cooperative Agreement.

- Work Item 1. Sediment Removal
- Work Item 2. Rock Riprap Installation
- Work Item 3. Placing of Fill Material
- Work Item 4. Planting

2. ADMINISTRATIVE COSTS

Administrative costs will be borne by the Sponsor.

3. MATERIALS

The following materials are anticipated for this work:

<u>Material</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit cost</u>	<u>Amount</u>
Rock Riprap		Ton		
Seed		Lbs		
Mulch		Bales		

Estimated Material Cost = _____ \$

The material cost for Woody Cuttings will be the labor to harvest the cuttings.

FORCE ACCOUNT - PLAN OF OPERATIONS

4. EQUIPMENT

Suitable equipment shall be used by the Sponsor for the installation of the measures described in Section 1. Scope. Equipment will be charged at the current rates set by the Sponsor or actual rental rate for rental equipment. No additional costs shall be charged for fuel, service or repairs. Hand tools such as shovels, power saws and hammers used by the Sponsor will be furnished at no charge to NRCS.

Chargeable hours for equipment shall be recorded while the equipment is used at the site and exclude idle or down time.

Equipment anticipated for use on site includes:

<u>Equipment</u>	<u>Hourly Rate</u>	<u>Est Hours</u>	<u>Amount</u>
Excavator, Rental	\$		\$
Loader	\$		\$
10 CY Dump Truck	\$		\$
Water Truck	\$		\$
Pickup	\$		\$
Estimated Equipment Cost =			\$

5. PERSONNEL

Appropriate Sponsor personnel will be utilized for the installation of the measures described in Section 1. Scope. The rate of pay for each employee shall be the hourly rate described below and exclude administrative costs and overhead.

*Hourly Wage Rate = Basic hourly wage rate + Benefits (insurance, vacation etc.)

Hourly Wage Rate shall not exceed the basic hourly wage rate x 1.5. The hourly rate shall be increased 1.5 times for overtime hours beyond an 8 hour day or 40 hours per week.

Chargeable hours to the project shall be recorded while at the work site and exclude travel to and from the site.

Personnel Classifications, Hourly Rate and estimated hours and cost anticipated for use on site include:

<u>Personnel Classification</u>	<u>Hourly Rate*</u>	<u>Estimated Hours</u>	<u>Amount</u>
Equipment Operator	\$		\$
Equipment Operator, Class 2	\$		\$
Truck Driver	\$		\$
Laborer	\$		\$
Supervisor	\$		\$
Estimated Personnel Cost =			\$

FORCE ACCOUNT - PLAN OF OPERATIONS

6. Estimated Cost - Summary

Material =	\$
Equipment =	\$
Personnel =	\$

Estimated Total Cost =	\$

7. CONSTRUCTION SCHEDULE

The normal workweek shall consist of a 6-day workweek, Monday through Saturday, 8 hours per day.

Construction is to begin on _____ with work to be completed as specified in the Cooperative Agreement.

8. CONSTRUCTION SAFETY

All work shall be done in accordance with California OSHA Safety Standards.

<<INSERT CITY, COUNTY, DISTRICT>>

Submitted by: _____

Title: _____

Date: _____

This action authorized at an official meeting of the Sponsor on this ____ day of ____, 20__ at:

(City) (State)

(Attest signature)

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

Concurred by: _____

Title: State Conservationist

Date: _____

STATE: California
 EWP PROJECT: _____
 NRCS AGREEMENT NO.: 69-9104-x-xxx
 PROJECT NO.: 5xxx

UNITED STATES DEPARTMENT OF AGRICULTURE
 NATURAL RESOURCES CONSERVATION SERVICE

COOPERATIVE AGREEMENT - LOCALLY AWARDED CONTRACT

THIS AGREEMENT is between the _____, hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Emergency Watershed Protection Program, Section 216 of the Flood Control Act of 1950, PL 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, PL 95-334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, PL104-127, 16 U.S.C. 2203, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by _____.

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

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

A.1. The engineering services performed will include design, inspection, materials testing and quality assurance. This cost is estimated to be \$_____.

A.2. The installation of emergency measures include:

as described in the approved Damage Survey Report, DSR No. _____ and final plans approved by the NRCS. The costs estimated to be \$ _____.

All work shall be completed prior to the expiration of this Agreement described in Section D.1..

All emergency measures will be designed to meet the overall goal of reducing the near term risk to life and property and minimize environmental impacts.

B. The Sponsor will:

1. Designate the following individual as the liaison between the Sponsor and NRCS.

(Name)

(Phone)

(email)

2. Complete final design as necessary and prepare final construction plans and specifications for the installation of emergency measures as described in Section A above. This work shall be done in accordance with standard engineering principles and be in compliance with programmatic requirements. The construction plans shall be approved by the NRCS prior to advertising for bids/offers.
3. Provide 100 percent of any costs for engineering services in excess of the maximum amount provided by the NRCS described in Section C.1. The Sponsor's cash contribution for engineering services is estimated at \$ _____.

Provide 25 percent of any costs of the construction as described in Section A.2. in this agreement or any costs of construction in excess of the amount provided by the NRCS described in Section C.2., whichever is greater. The Sponsor's cash contribution for construction is estimated at \$ _____.

4. Contract for construction for the installation of the emergency measures as described in Section A in accordance with applicable state requirements. Provide all required inspection of work.
5. Secure written concurrence of NRCS before modifying the contract and modify the Contract when recommended by NRCS.
6. Provide certification that real property rights have been obtained for installation of work as per Section A prior to advertising. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended. (No attorney certification is required).
7. 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 work described in Section A.
8. Comply with the applicable requirements in Attachment A to this agreement.
9. Ensure that all contracts for construction as described in Section A include the provisions contained in Attachment B to this agreement.
10. 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 prior to award of the contract(s) as described in Section A.
11. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
12. Pay the contractor as provided in the contract(s). Submit billings for reimbursement to NRCS on Form SF-270, Request for Advance or Reimbursement with supporting documentation. The final request for reimbursement shall be submitted to NRCS within 60 days after the completion of the work described in Section A.
13. Submit Form SF-425 annually and with final payment request in addition to form SF-270 in accordance with the applicable Code of Federal Regulations (CFR) and OMB Circulars. Form SF-425 is to be submitted in lieu of form

SF-269.

14. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor including legal expenses.
15. Arrange for and conduct final inspection of completed work as described in Section A. Certify that the project was installed in accordance with contractual requirements.
16. Upon acceptance of the work, assume responsibility for operation and maintenance of the emergency measures for a period of 3 years.
17. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
18. 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, the records are to be retained until the litigation is resolved or the end of the 3- year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
19. Work with and recognize NRCS in any public or legislative outreach deemed appropriate for aiding citizens in understanding the use of public funds and repair of watersheds undertaken as a result of this cooperative venture.

C . NRCS will:

1. Provide _____% percent of the actual cost of the engineering services needed for the design and inspection of the emergency measures as described in Section A.1. from available technical assistance (TA) funds, not to exceed a maximum amount of \$_____.
2. Provide 75% percent of the actual cost for the construction of the emergency measures as described in Section A.2. from available financial assistance (FA) funds, not to exceed a maximum amount of \$_____.
3. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will participate in inspections during construction with the Sponsor's Staff as needed.
4. Review and approve construction plans as identified in Section B.2 of this agreement.
5. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement with supporting documentation.
6. Be available to conduct progress checks and participate in final inspections.
7. Designate the following individual as the liaison between the Sponsor and NRCS.

(Name)

(Phone)

(email)

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 14 days after the date NRCS has executed this agreement if design work needed for the installation of the emergency measures has not started. A construction contract for the

installation of the emergency measures shall be awarded to allow the completion of the work prior to the expiration date of the Agreement. This agreement expires on _____ unless amended in accordance with Clause D.5 of this agreement.

2. The contract for performing the work described in Section A will not be awarded to the Sponsor, or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
3. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
4. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
5. This agreement may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.
6. By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies. (Signature page located on the attached ADS 093, Notice of Grant and Agreement Award).

E. Attachments to Agreement

The following attachments are incorporated in the agreement:

Attachment A: Special Provisions

Attachment B: Special Provisions - Construction

Attachment C: 7 CFR 3016.36 Procurement

Attachment D: The following standard forms submitted by the Sponsor:

- SF 424 - Application for Federal Assistance
- SF 424C - Budget Information Construction Programs
- SF 424D - Assurances - Construction Programs

ATTACHMENT A - SPECIAL PROVISIONS

The Sponsor agrees to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(7 CFR 3017)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and/or submitting this application or grant agreement, the Sponsor is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the Sponsor knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternative I applies.
4. For grantees who are individuals, Alternative II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the Sponsor does not identify the workplaces at the time of application, or upon award, if there is no application, the Sponsor must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Sponsor's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, and performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (See paragraph 5).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Sponsor's attention is called, in particular, to the following definitions from these rules:

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

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

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(7 CFR 3017)

ALTERNATIVE I. (GRANTEES OTHER THAN INDIVIDUALS)

- A. The Sponsor certifies that it will or will continue to provide a drug-free workplace by—
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sponsor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Sponsor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected agreement;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f)

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

Place of Performance (street address, city, county, State, zip code)

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

ALTERNATIVE II. (GRANTEES WHO ARE INDIVIDUALS)

- (a) The Sponsor certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

II. **Disclosure of Lobbying Activities (7 CFR 3018) (Applicable if agreement exceeds \$100,000)**

UNITED STATES DEPARTMENT OF AGRICULTURE
CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Organization, Name, Award Number or Project Name

Name and Title of Authorized Representative

Signature and Date

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS
(7 CFR 3017)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. **Clean Air and Water Act**

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

The recipient signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub-agreement.

Clean Air And Water Clause

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

A. The recipient agrees as follows:

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

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

- (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are

contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control agency in accordance with the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by the Sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the Sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in OMB Circulars **A-102, A-87, and A-133, and 7 CFR 3015, 3016, 3017, 3018, and 3052**, which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books,

papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

VII. 2 CFR Part 25 - Universal Identifier and Central Contractor Registration

1. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under [2 CFR 25.110](#), you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

VIII. 2 CFR Part 170 - Reporting Subaward and Executive Compensation Information

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, [Pub. L. 111-5](#)) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b. Reporting Total Compensation of Recipient Executives.
- 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.ccr.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
- 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated

executives for the subrecipient's preceding completed fiscal year, if-

in the subrecipient's preceding fiscal year, the subrecipient received-

80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in [2 CFR part 25](#):

i. A Governmental organization, which is a State, local government, or Indian tribe;

- ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor

of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

IX. Public Law 109-282, "Federal Funding Accountability and Transparency Act of 2006":

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

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

X. 7 CFR Part 3052, "Audits of States, Local Governments and Nonprofit Organizations"

XI. 2 CFR Section 175, "Award Term for Trafficking in Persons"

The full text of Code of Federal Regulations references may be found at <https://www.access.gpo.gov/nara/cfr/cfr-table-search.html>.

ATTACHMENT B – SPECIAL PROVISIONS

CONSTRUCTION

EQUAL OPPORTUNITY

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

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or

workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.
7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

**NOTICE TO CONTRACTING LOCAL ORGANIZATIONS (SPONSOR) OF
REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization (Sponsor) prior to any agreement for Federal financial assistance where the Contracting Local Organization (Sponsor) will

itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

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

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

Attachment C - Procurement

Title 7: Agriculture

PART 3016-UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Subpart C-Post-Award Requirements

§ 3016.36 Procurement.

(a) *States*. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) *Procurement standards*. (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items.

Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before

pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) *Competition.* (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of § 3016.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards

to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) *Methods of procurement to be followed.* (1) Procurement by *small purchase procedures*. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by *sealed bids* (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in § 3016.36(d) (2) (i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by *competitive proposals*. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, *i.e.*, verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e) (2) (i) through (v) of this section.

(f) *Contract cost and price.* (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, *e.g.*, under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see § 3016.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.* (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g) (2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter

60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

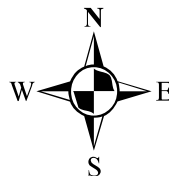
[53 FR 8044, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19641, Apr. 19, 1995]

Natural Resources Conservation Service

Service Areas and Office Locations



Source of Data:
 USDA - Natural Resources Conservation Service



Map prepared using ArcGIS
 by GIS Services, NRCS, Davis, CA
 Map ID: ca-nrsc 01/23/2013



USDA California Natural Resources Conservation Service Index of Offices

<i>Office</i>	<i>Phone #</i>	<i>pg</i>	<i>Office</i>	<i>Phone #</i>	<i>pg</i>
Alturas Service Center	(530) 233-4137	4	McArthur LPO	(530) 336-5604	5
Arcata MLRA SSO	(707) 822-7090	4	Merced Service Center	(209) 722-4119	14
Auburn Service Center	(530) 885-6505	12	Modesto Service Center	(209) 491-9320	9
Bakersfield Service Center	(530) 336-0967	12	Napa Field Office	(707) 252-4189	10
Bishop Field Office	(760) 872-6111	16	Oroville Service Center	(530) 534-0112	5
Blythe Field Office	(760) 922-3446	16	Oxnard Field Office	(805) 984-2358	17
Capitola LPO	(831) 475-1967	8	Petaluma Service Center	(707) 794-1242	10
Chico MLRA SSO	(530) 343-2731	4	Placerville Field Office	(530) 295-5630	14
Colusa Service Center	(530) 458-2931	4	Quincy LPO	(530) 283-7511	5
Concord Service Center	(925) 672-4577	8	Red Bluff Area Office	(530) 527-2667	4
Davis, CA State Office	(530) 792-5600	1	Red Bluff Service Center	(530) 527-3013	5
Dixon Service Center	(707) 678-1655	8	Redding Service Center	(530) 226-2560	5
Del Norte LPO	(707) 487-7630	4	Redlands Field Office	(909) 799-7407	17
El Centro Service Center	(760) 352-7886	16	Riverside Area Office	(951) 684-3722	16
Elk Grove Service Center	(916) 714-1104	12	Salinas Area Office	(831) 754-1595	8
Escondido Field Office	(760) 745-2061	16	Salinas Service Center	(831) 424-1036	10
Eureka Service Center	(707) 442-6058	5	San Jacinto LPO	(951) 654-7139	17
Fallbrook LPO	(760) 723-2529	16	Santa Maria Service Center	(805) 928-9269	11
Fresno Area Office	(559) 252-2191	12	Sonora LPO	(209) 984-0500	14
Fresno Service Center	(559) 276-7494	13	Sonora MLRA SSO	(209) 532-3671	14
Grass Valley Field Office	(530) 272-3417	13	So. Lake Tahoe Field Office	(530) 543-1501	14
Half Moon Bay LPO	(650) 726-4660	9	Stockton Service Center	(209) 472-7127	11
Hanford Service Center	(559) 584-9209	13	Susanville Service Center	(530) 257-7272	6
Hanford MLRA SSO	(559) 584-9209	13	Templeton Service Center	(805) 434-0396	11
Hollister Service Center	(831) 637-4360	9	Templeton MLRA SSO	(805) 434-0396	11
Hoopa LPO	(707) 486-7439	5	TulelakeBasin Project Office	(530) 667-4247	6
Indio Service Center	(760) 347-3675	17	Ukiah Service Center	(707) 468-9223	6
Jackson LPO	(209) 223-6535	13	Victorville Service Center	(760) 843-6882	18
Lake Arrowhead EWP Office	(909) 336-4195	17	Victorville MLRA SSO	(760) 843-6882	18
Lakeport LPO	(707) 263-4180	5	Visalia Service Center	(559) 734-8732	15
Lancaster Service Center	(661) 945-2604	17	Weaverville Service Center	(530) 623-3991	6
Livermore LPO	(925) 371-0154	9	Willows Service Center	(530) 934-4601	6
Lockeford PMC	(209) 727-3129	3	Woodland Service Center	(530) 662-2037	7
Madera Service Center	(559) 674-2108	13	Yreka Service Center	(530) 842-6123	7
Mariposa LPO	(209) 966-3431	14	Yuba City Service Center	(530) 674-1461	7

SAMPLE LETTER – REQUEST FOR ASSISTANCE

<< DATE >>

Mr. Carlos Suarez, State Conservationist
USDA - Natural Resources Conservation Service
430 G Street
Davis, CA 95616

Dear Mr. Suarez:

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 storms of <<Enter name and/or type of disaster that occurred>> on <<Enter date disaster occurred>>. This work is needed to safeguard lives and property from an imminent hazard of <<enter hazard type>>.

We understand, as sponsors of an Emergency Watershed Protection project that our responsibilities will include acquiring land rights and any permits needed to construct, and if required, to operate and maintain the proposed measures. We are prepared to provide 25% of the cost of construction work in dollars or in-kind services.

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

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

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

Sincerely,

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
--	---

5a. Federal Entity Identifier: <input type="text"/>	* 5b. Federal Award Identifier: <input type="text"/>
---	--

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
--	--

8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/>	* c. Organizational DUNS: <input type="text"/>

d. Address:

* Street1:	<input type="text"/>
Street2:	<input type="text"/>
* City:	<input type="text"/>
County/Parish:	<input type="text"/>
* State:	<input type="text"/>
Province:	<input type="text"/>
* Country:	<input type="text"/>
* Zip / Postal Code:	<input type="text"/>

e. Organizational Unit:

Department Name: <input type="text"/>	Division Name: <input type="text"/>
---	---

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text"/>	* First Name: <input type="text"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text"/>	
Suffix: <input type="text"/>	
Title: <input type="text"/>	

Organizational Affiliation: <input type="text"/>
--

* Telephone Number: <input type="text"/>	Fax Number: <input type="text"/>
---	---

* Email: <input type="text"/>

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:

[Redacted]

Type of Applicant 2: Select Applicant Type:

[Redacted]

Type of Applicant 3: Select Applicant Type:

[Redacted]

* Other (specify):

[Redacted]

*** 10. Name of Federal Agency:**

[Redacted]

11. Catalog of Federal Domestic Assistance Number:

[Redacted]

CFDA Title:

[Redacted]

*** 12. Funding Opportunity Number:**

[Redacted]

* Title:

[Redacted]

13. Competition Identification Number:

[Redacted]

Title:

[Redacted]

14. Areas Affected by Project (Cities, Counties, States, etc.):

[Redacted]

*** 15. Descriptive Title of Applicant's Project:**

[Redacted]

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes

No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

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

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

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

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

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

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

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

-
- B. **PROJECT MEASURES COVERED** —

Name of project _____

Identity of improvement or development _____

Location _____

-
- C. **REAL PROPERTY ACQUISITION ASSURANCE** —

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

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

-
- D. **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS** —

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

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

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

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

(Name of Sponsor)

This action authorized
at an official meeting _____

By: _____ on _____
Title: _____ day of _____, 19____, _____
Date: _____ at _____
State of _____

Attest: _____
(Name)

(Title)

(Name of Sponsor)

This action authorized
at an official meeting _____

By: _____ on _____
Title: _____ day of _____, 19____, _____
Date: _____ at _____
State of _____

Attest: _____
(Name)

(Title)



How to register your entity to be eligible for GRANTS in SAM:

Before you register, you need to know the following:



What is an Entity?

In SAM, your company/business/organization is now referred to as an "Entity."

- **REGISTERING IN SAM IS FREE.**
- If you were registered in CCR, your company's information is already in SAM. You just need to set up a SAM account. See the "Migrating Roles" Quick Start Guide.



Your Entity's DUNS Number

You need a DUNS to register your entity in SAM.

- If you do not have a DUNS number, you can request a DUNS number for free by visiting D&B at <http://fedgov.dnb.com/webform>
- It takes 1-2 business days to obtain a DUNS.



Your Entity's Taxpayer Identification Number (TIN)

You need your entity's Tax ID Number (TIN) and taxpayer name (as it appears on your last tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN.

- A TIN is an Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS).
- Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) if they do not have a TIN, but please be advised it will not be treated as privacy act data in SAM.
- To obtain an EIN visit:
www.irs.gov/businesses/small/article/0,,id=102767,00.html
- Activating a new EIN with the IRS takes 2-5 weeks.



Steps For Registering Your Entity in SAM

1. Go to www.sam.gov
2. Create a Personal Account and Login
3. Click "Register New Entity" under "Manage Entity" on your "My SAM" page
4. Select your type of Entity
5. Select "No" to "Do you wish to bid on contracts?"
6. Select "Yes" to "Do you want to be eligible for grants and other federal assistance?"
7. Complete "Core Data"
 - ✓ Validate your DUNS information
 - ✓ Enter Business Information (TIN, etc.)
 - ✓ Enter CAGE code if you have one. If not, one will be assigned to you after your registration is completed. Foreign registrants must enter NCAGE code.
 - ✓ Enter General Information (business types, organization structure, etc)
 - ✓ Financial Information (Electronic Funds Transfer (EFT) Information)
 - ✓ Executive Compensation
 - ✓ Proceedings Details
8. Complete "Points of Contact"
9. Your entity registration will become active after 3-5 days when the IRS validates your TIN information.

How do I get more information? Take a look at the SAM User Guide.



Go to Our Website: www.sam.gov



Contact the SAM Help Desk: www.fsd.gov

DIRECT DEPOSIT SIGN-UP FORM

DIRECTIONS

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

SECTION 1 (TO BE COMPLETED BY PAYEE)

A NAME OF PAYEE (last, first, middle initial)		D TYPE OF DEPOSITOR ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
ADDRESS (street, route, P.O. Box, APO/FPO)		E DEPOSITOR ACCOUNT NUMBER	
CITY	STATE	ZIP CODE	F TYPE OF PAYMENT (Check only one)
TELEPHONE NUMBER AREA CODE		<input type="checkbox"/> Social Security	<input type="checkbox"/> Fed Salary/Mil. Civilian Pay
B NAME OF PERSON(S) ENTITLED TO PAYMENT		<input type="checkbox"/> Supplemental Security Income	<input type="checkbox"/> Mil. Active: _____
		<input type="checkbox"/> Railroad Retirement	<input type="checkbox"/> Mil. Retire.: _____
		<input type="checkbox"/> Civil Service Retirement (OPM)	<input type="checkbox"/> Mil. Survivor: _____
		<input type="checkbox"/> VA Compensation or Pension	<input type="checkbox"/> Other: _____
		<i>(specify)</i>	
C CLAIM OR PAYROLL ID NUMBER (Tax ID # or SSN)		G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY (if applicable)	
Prefix	Suffix	TYPE	AMOUNT
PAYEE/JOINT PAYEE CERTIFICATION I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.		JOINT ACCOUNT HOLDERS' CERTIFICATION (optional) I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.	
SIGNATURE	DATE	SIGNATURE	DATE
SIGNATURE	DATE	SIGNATURE	DATE

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

GOVERNMENT AGENCY NAME	GOVERNMENT AGENCY ADDRESS
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SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

NAME AND ADDRESS OF FINANCIAL INSTITUTION	ROUTING NUMBER (nine digits) CHECK DIGIT		
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
DEPOSITOR ACCOUNT TITLE			
FINANCIAL INSTITUTION CERTIFICATION I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.			
PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE NUMBER	DATE

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

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

GOVERNMENT AGENCY COPY

FINANCIAL INSTITUTION COPY

PAYEE(S) COPY

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 10 minutes per respondent or record-keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property & Supply Section, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 or the Office of Management and Budget, Paperwork Reduction project (1510-0007), Washington, D.C. 20503.

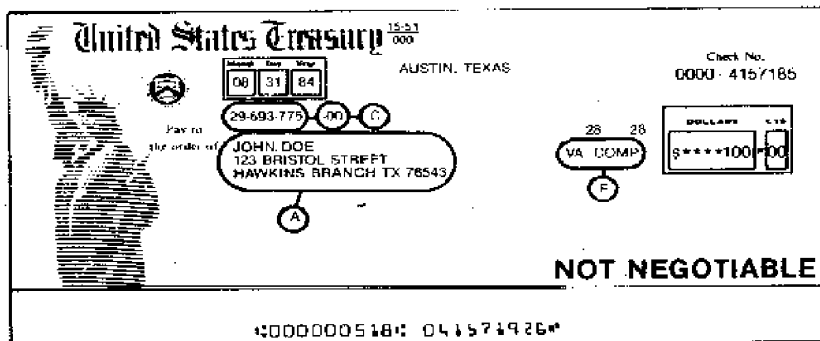
PLEASE READ THIS CAREFULLY

All information on this form, including the individual claim number, is required under 31 USC 3322, 31 CFR 209 and/or 210. The information is confidential and is needed to prove entitlement to payments. The information will be used to process payment data from the Federal agency to the financial institution and/or its agent. Failure to provide the requested information may affect the processing of this form and may delay or prevent the receipt of payments through the Direct Deposit/Electronic Funds Transfer Program.

INFORMATION FOUND ON CHECKS

Most of the information needed to complete boxes A, C, and F in Section 1 is printed on your government check:

- (A) Be sure that payee's name is written exactly as it appears on the check. Be sure current address is shown.
- (C) Claim numbers and suffixes are printed here on checks beneath the date for the type of payment shown here. Check the Green Book for the location of prefixes and suffixes for other types of payments.
- (F) Type of payment is printed to the left of the amount.



SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS

Joint account holders should immediately advise both the Government agency and the financial institution of the death of a beneficiary. Funds deposited after the date of death or ineligibility, except for salary payments, are to be returned to the Government agency. The Government agency will then make a determination regarding survivor rights, calculate survivor benefit payments, if any, and begin payments.

CANCELLATION

The agreement represented by this authorization remains in effect until cancelled by the recipient by notice to the Federal agency or by the death or legal incapacity of the recipient. Upon cancellation by the recipient, the recipient should notify the receiving financial institution that he/she is doing so.

The agreement represented by this authorization may be cancelled by the financial institution by providing the recipient a written notice 30 days in advance of the cancellation date. The recipient must immediately advise the Federal agency if the authorization is cancelled by the financial institution. The financial institution cannot cancel the authorization by advice to the Government agency.

CHANGING RECEIVING FINANCIAL INSTITUTIONS

The payee's Direct Deposit will continue to be received by the selected financial institution until the Government agency is notified by the payee that the payee wishes to change the financial institution receiving the Direct Deposit. To effect this change, the payee will complete a new SF 1199A at the newly selected financial institution. It is recommended that the payee maintain accounts at both financial institutions until the transition is complete, i.e., after the new financial institution receives the payee's Direct Deposit payment.

FALSE STATEMENTS OR FRAUDULENT CLAIMS

Federal law provides a fine of not more than \$10,000 or imprisonment for not more than five (5) years or both for presenting a false statement or making a fraudulent claim.

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. 0348-0004		PAGE _____ OF _____ PAGES
1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST		
6. EMPLOYER IDENTIFICATION NUMBER	7. RECIPIENTS ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST FROM <i>(month, day, year)</i> TO <i>(month, day, year)</i>
9. RECIPIENT ORGANIZATION <i>Name:</i> <i>Number and Street:</i> <i>City, State, and ZIP Code:</i>		10. PAYEE <i>(Where check is to be sent if different than item 9)</i> <i>Name:</i> <i>Number and Street:</i> <i>City, State, and ZIP Code:</i>

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	TOTAL
a. Total program outlays to date <i>(As of date)</i>	\$	\$	\$	\$
b. Less: Cumulative program income				
c. Net program outlays <i>(Line a minus line b)</i>				
d. Estimated net cash outlays for advance period				
e. Total <i>(Sum of lines c & d)</i>				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested <i>(Line g minus line h)</i>				
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested <i>(Line a minus line b)</i>	\$

AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

STANDARD FORM 270 (Rev. 7-97)
Prescribed by OMB Circulars A-102 and A-110

CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

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

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory, specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
2.	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4.	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a.	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6.	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b.	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7.	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d.	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8.	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13.	Complete the certification before submitting this request.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.		
11.	The purpose of the vertical columns (a), (b) and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or		