



BOARD OF SUPERVISORS AGENDA ITEM REPORT **CONTRACTS / AWARDS / GRANTS**

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: August 17, 2020

** = Mandatory, information must be provided*

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

United States Department of Agriculture - Natural Resources Conservation Service

***Project Title/Description:**

Pima County Brawley Wash Watershed Plan/EA (Plan)

***Purpose:**

Develop a watershed restoration plan for the Brawley Wash (attached).

***Procurement Method:**

Not Applicable

***Program Goals/Predicted Outcomes:**

The Plan will identify ways to reduce flooding and erosion in the Brawley Wash, which will result in improved public safety and reduced risk to infrastructure. It will also identify alternatives that will have a net benefit to costs for agriculture.

***Public Benefit:**

The Plan will reduce risk from flooding and erosion to people and property, as well as improve wildlife habitat.

***Metrics Available to Measure Performance:**

Availability of a Plan suitable for additional funding for implementation.

***Retroactive:**

Yes

G.M. Approved 7/31/2020 JSS

Revised 5/2020

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____
Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No
If Yes, is the Contract to a vendor or subrecipient? _____
Were insurance or indemnity clauses modified? ☐ Yes ☐ No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? ☐ Yes ☐ No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☒ Award ☐ Amendment

Document Type: GTAW Department Code: FC Grant Number (i.e., 15-123): 21*001
Commencement Date: 08/01/2020 Termination Date: 08/01/22 Amendment Number: _____
☐ Match Amount: \$ 0 ☒ Revenue Amount: \$ 590,000

***All Funding Source(s) required:** Federal funds from the United States Department of Agriculture

*Match funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____
*Match funding from other sources? ☐ Yes ☒ No If Yes \$ _____ % _____
*Funding Source: _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Direct Federal

Contact: Evan Canfield (Martha Guzman Alternate Contact 724-4611)

Department: Regional Flood Control District

Telephone: 724-4678

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)



U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR209457XXXXC001	2. Amendment Number	3. Award /Project Period Date of Final Signature - 08/01/2022	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 230 North First Avenue, Suite 509 Phoenix, AZ 85003		6. Recipient Organization (Name and Address) PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT 130 W CONGRESS ST FL 6 TUCSON AZ 85701-1317 DUNS: 074477969 EIN:	
7. NRCS Program Contact Name: David Beyman Phone: (602) 285-6351 Email: david.beyman@az.usda.gov	8. NRCS Administrative Contact Name: KAYLIE ALDERMAN Phone: 919-875-4825 Email: kaylie.alderman@usda.gov	9. Recipient Program Contact Name: Howard Canfield Phone: (520) 724-4636 Email: evan.canfield@pima.gov	10. Recipient Administrative Contact Name: Scott Glener Phone: (520) 724-7709 Email: scott.glener@pima.gov
11. CFDA 10.904	12. Authority 16 U.S.C. 1001-1009 33 U.S.C. 701b-1 68 Stat. 666, as amended Public Law 83-566 Public Law 84-1018, 70 Stat. 1088 Public Law 85-865, 72 Stat. 1605 Public Law 86-468, 74 Stat. 131, 132 Public Law 86-545, 74 Stat. 254 Public Law 87-703, 76 Stat. 608 Public Law 90-361, 82 Stat. 250	13. Type of Action New Agreement	14. Program Director Name: Howard Canfield Phone: (520) 724-4636 Email: evan.canfield@pima.gov
15. Project Title/ Description: Pima County Brawley Wash Watershed Plan/EA			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal		<input type="checkbox"/> Non-Federal
Original funds total	\$590,000.00	\$0.00	
Additional funds total	\$0.00	\$0.00	

Grand total		\$590,000.00	\$0.00
18. Approved Budget			
Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$590,000.00
Construction	\$0.00	Other	\$0.00
Total Direct Cost	\$590,000.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$590,000.00
		Total Approved Budget	\$590,000.00

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

Name and Title of Authorized Government Representative Keisha L. Tatem State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Ramon Valadez Chair - Board of Directors Pima County Flood Control District	Signature	Date

NONDISCRIMINATION STATEMENT

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

PRIVACY ACT STATEMENT

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

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide assistance to the Pima County Flood Control District, hereinafter referred to as the "Sponsor", for the Brawley Wash Watershed Plan, Pima County, Arizona, under the Watershed Protection and Flood Prevention Act.

Objectives

Preparation of a watershed plan environmental assessment for the Brawley Wash area in Pima County, Arizona.

This agreement includes funding for the planning phase of this effort. If additional funds become available to totally complete the project through construction, an amendment will be proposed with the Sponsor. If agreed by the parties this agreement will be amended accordingly. This agreement includes clauses for other phases that may or may not be funded.

Budget Narrative

The official budget (including cost category itemization as identified on the SF-424A) described in this Budget Narrative will be considered the "the total budget as last approved by the Federal awarding agency" for this award.

1. NRCS shall pay 100 percent of the planning costs. There is no Sponsor cost-share required.
2. Budget includes the following estimated costs:
 - a. Contractual \$590,000 for developing a watershed plan and environmental assessment.
 - b. Planning and Environmental Assessment development costs are expenses incurred for surveys and investigations, environmental studies, evaluation of alternatives, and preparation of the plan prior to the authorization of the plan and assistance for the installation of works of improvement.

Responsibilities of the Parties:

If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions attached to the agreement, the language in this SOW takes precedence.

A. Sponsor will—

1. Planning must follow the policy set forth in the NRCS Title 390, National Watershed Program Manual (NWPM), Part 505, which is incorporated by reference. Sponsor may obtain a full copy of the above referenced manual at <http://directives.sc.egov.usda.gov/> or from the NRCS Arizona State Office.
2. The contracts for services described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
3. Accept all financial and other responsibility for any excess costs resulting from its failure to obtain, or delay in obtaining adequate land and water rights; natural resource rights; or Federal, State, and local permits and licenses needed for the work described in this agreement.
4. Take reasonable and necessary action of all contractual and administrative issues arising out of contracts awarded under this agreement.
5. Be responsible for all ineligible project costs. Ineligible costs are costs not referenced in this agreement. The Sponsor is also responsible for all costs in excess of the federal cost-share in this agreement.
6. Comply with the applicable requirements in the attached General Terms and Conditions of this agreement.
7. Ensure that requirements for compliance with environmental and cultural resource laws are incorporated into the plan/EA contract for the works of improvement described in

this agreement.

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

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

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

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

12. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

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

14. Submit SF-425 Financial Reports on a semi-annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.

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

B. NRCS will—

1. Review and concur with watershed plan, and environmental assessment, and all other contract documents developed for or by the Sponsor.
2. Provide authorized assistance such as, but not limited to, estimates of contract costs, length of contract period, results of tests and studies as available, site investigations, design and layout, and drawings and specifications, as requested by the Sponsor, and as its resources permit.
3. Make payment to the Sponsor covering the NRCS's share of the cost upon receipt and approval of SF-270, withholding the amount of damages sustained by NRCS as provided for in this agreement.

C. SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Watershed Flood Prevention Operations Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to

proceed without obtaining concurrences described in this agreement.

Expected Accomplishments and Deliverables

Sponsor will—

1. Prepare a watershed plan/EA and prepare preliminary designs if needed, that comply with NRCS programmatic requirements. The Sponsor must ensure each description of the work described in this agreement is reviewed, concurred, and approved by NRCS. Sponsor must not move to the next project work described in this agreement until the prior work is concurred and approved by NRCS.
2. Develop a quality assurance plan (QAP) for the project and submit it for NRCS review and concurrence.
3. The sponsor must provide NRCS with documentation of the actual cost incurred for the services acquired.
4. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Notify NRCS of environmental clearance, or any unresolved concerns prior to plan authorization.

Resources Required

As stated in this agreement

Milestones

Estimated Time Frame: 24 months

- Preliminary Plan/EA – 1st Submittal – 13 months
 - o Review by NRCS Arizona State Office (AZ SO), 2 - 4 weeks
 - o Schedule comment resolution meeting, if needed
 - o Comments responses to be finalized by Contractor 4 -6 weeks
 - o NRCS AZ SO to review comment responses, 1 – 2 weeks
- Preliminary Plan/EA – 2nd Submittal – 16months
 - o Review by NRCS National Watershed Management Center (NWMC), 4 weeks
 - o Teleconference with NWMC to clarify comments, if needed
 - o Comments to be addressed by Contractor 3 weeks
 - o NRCS AZ SO to review comment responses, 1 -2 weeks
- Draft Plan/EA – 1st Submittal 18 months
 - o Cursory review by NRCS National Headquarters (NHQ), 2 – 4 weeks
 - o Comments, if any provided, to be addressed by Contractor 3 weeks
 - o NRCS AZ SO to review comments responses, if any, 1-2 weeks
- Draft Plan/EA – 2nd Submittal 20 months
 - o Review by Public and Agencies – 4 Weeks (concurrent review by NRCS AZ SO)
 - o Comments to be addressed by Contractor 2- 3 weeks
 - o NRCS AZ SO to review comment responses. 1 – 2 weeks
- Final Plan/EA – 1st Submittal (No signatures) 22 months
 - o NRCS NHQ Review – 4 Weeks (concurrent review by NRCS AZ SO)
 - o Comments to be addressed by Contractor 1 – 2 weeks
 - o NRCS AZ SO to review comment responses 1 – 2 weeks
- Final Plan/EA – 2nd Submittal
 - o To be sent out for signatures.

NOTE: Submittals to NRCS NWMC and NHQ will be done through the NRCS AZ SO.

GENERAL TERMS AND CONDITIONS

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

U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

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

I. APPLICABLE REGULATIONS

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

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

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

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

II. UNALLOWABLE COSTS

The following costs are not allowed:

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

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

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

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

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

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

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

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

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

IV. PAYMENTS

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

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

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

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

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

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

V. FINANCIAL REPORTING

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

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

VI. PERFORMANCE MONITORING AND REPORTING

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

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

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

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

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

VII. AUDIT REQUIREMENTS

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

specific audit conducted for that year.

VIII. SPECIAL PROVISIONS

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

b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

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

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

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.
Room 6819 South Building Washington, DC 20250

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

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

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

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

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

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

"USDA is an equal opportunity provider and employer."

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

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

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

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

XI. PROGRAM INCOME

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

XII. NONEXPENDABLE EQUIPMENT

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

XIII. LIMIT OF FEDERAL LIABILITY

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

XIV. MODIFICATIONS AND TERMINATIONS

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

XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Protected Information.

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

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

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

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

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

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

XVII. AWARD CLOSEOUT

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

STATEMENT OF WORK

Preparation of Watershed Plan and Environmental Assessment For the Brawley Wash Watershed Plan

1.0 BACKGROUND

Pima County and the United States Department of Agriculture (USDA)-Natural Resources Conservation Service (NRCS) require a Watershed Plan/Environmental Assessment (Plan/EA) for the Brawley Wash located in Pima County, Arizona. The authority for preparation of the Plan/EA is the Watershed Protection and Flood Prevention Act (Public Law 83-566).

Pima County is the sponsoring local organization, and the contracting authority for this planning effort. The NRCS is providing technical and financial assistance to Pima County (hereafter referred to as Sponsor) for preparation of the Plan/EA. The Sponsor is the contracting authority and will award a contract to a Contractor and issue task orders for this purpose. The Contractor shall coordinate closely with the Sponsor and NRCS for preparation of the Plan/EA.

The Brawley Wash Watershed Plan (the Project) is in Hydrologic Unit Code (HUC) 1505030301. The watershed size is approximately 97,000 acres. Flooding, soil erosion and sediment control are key issues within the watershed. Historical floods and erosion in the watershed and subsequent damages have been well documented. Past events including the flood of 1983 that inundated agricultural land destroyed crops, and damaged infrastructure at a cost of more than \$45 Million.

The Brawley Wash is located within hydrologic unit code 15050304 and includes ranch and irrigated agricultural lands. The seven sub-basins for this project (South Mendoza, Black Tank- Brawley, Town of Three Points, Soto Wash-Brawley, Lower Blanco, Los Robles and White Tank Wash) cover 198,000 acres and meet the FY2020 appropriations acreage guidelines. The project area is located in the Tucson Active Management Area, one of five areas identified under state law for active groundwater management due to aquifer depletion. Over 20% of the project benefits will accrue to a rural, agricultural community of approximately 27,680 people where the principal land use is ranching, and to the Tohono O'odham Nation, a Native American Tribe engaged in farming as an important source of economic development. The project will also benefit critical water conservation efforts of the City of Tucson, the State of Arizona, and the broader region by improving recharge in a state-designated, high-priority rural groundwater recharge area.

The NRCS Watershed Program requires the development of a physically, environmentally, socially, and economically sound improvement plan. A Plan/EA will be developed as the first component of the Project. Measures to be proposed and evaluated in the Plan/EA will be considered with public input and prioritized through the Sponsor and NRCS.

2.0 GENERAL

The Plan/EA shall be prepared in accordance with the Watershed Protection and Flood Protection Act (Public Law 83-566), the National Environmental Policy Act (NEPA), the Principles and Requirements for Federal Investments in Water Resources (PR&G), the NRCS National Watershed Program Manual (NWPM) and National Watershed Program Handbook (NWPB), and all other applicable laws, regulations, and policies. All planning activities shall be conducted in coordination with the Sponsor and NRCS. Furthermore, NRCS has provided the attached Plan/EA Handout provided by the NRCS National Watershed Management Center (NWMC) which provides further guidance regarding the Plan/EA process and report development.

3.0 SCHEDULE AND COORDINATION

3.1 SCHEDULE

All tasks for this SOW shall be completed within twenty-four (24) months of the Notice to Proceed (NTP). Contractor shall develop a proposed schedule for implementation of this SOW using a chart (e.g. Gantt chart) that contains the beginning and end dates for each major task, completion dates for all required submittals, and coordination meeting dates. Contractor shall submit the proposed schedule to the Sponsor and NRCS for review and acceptance within ten days of the NTP. Contractor shall submit an updated schedule to the Sponsor and NRCS monthly.

While developing the project schedule, the Contractor shall take into consideration the NRCS Plan/EA review process which is summarized below and should take approximately six months (review times shown are typical times however they could change based on NRCS workload on the time of submittal):

- Preliminary Plan/EA – 1st Submittal – 13 months
 - Review by NRCS Arizona State Office (AZ SO), 2 - 4 weeks
 - Schedule comment resolution meeting, if needed
 - Comments responses to be finalized by Contractor 4 -6 weeks
 - NRCS AZ SO to review comment responses, 1 – 2 weeks
- Preliminary Plan/EA – 2nd Submittal – 16months
 - Review by NRCS National Watershed Management Center (NWMC), 4 weeks
 - Teleconference with NWMC to clarify comments, if needed
 - Comments to be addressed by Contractor 3 weeks
 - NRCS AZ SO to review comment responses, 1 -2 weeks
- Draft Plan/EA – 1st Submittal 18 months
 - Cursory review by NRCS National Headquarters (NHQ), 2 – 4 weeks
 - Comments, if any provided, to be addressed by Contractor 3 weeks
 - NRCS AZ SO to review comments responses, if any, 1-2 weeks
- Draft Plan/EA – 2nd Submittal 20 months
 - Review by Public and Agencies – 4 Weeks (concurrent review by NRCS AZ SO)
 - Comments to be addressed by Contractor 2- 3 weeks
 - NRCS AZ SO to review comment responses. 1 – 2 weeks
- Final Plan/EA – 1st Submittal (No signatures) 22 months
 - NRCS NHQ Review – 4 Weeks (concurrent review by NRCS AZ SO)
 - Comments to be addressed by Contractor 1 – 2 weeks

- NRCS AZ SO to review comment responses 1 – 2 weeks
- Final Plan/EA – 2nd Submittal
 - To be sent out for signatures.

NOTE: Submittals to NRCS NWMC and NHQ will be done through the NRCS AZ SO

3.2 PROJECT MANAGERS

Contractor shall designate a Project Manager. The Project Manager shall be the official point of contact between the Contractor and the Sponsor and NRCS regarding issues of scope interpretation, project performance, and the resolution of review comments. The preferred method for communications is electronic mail.

CONTRACTOR:

Name:

Title:

Company:

Phone:

Email:

SPONSOR:

Name: Evan Canfield

Title: Civil Engineering Manager

Company: Pima County Flood Control District

Phone: (520) 724-4636

Email: evan.canfield@pima.gov

NATURAL RESOURCES CONSERVATION SERVICE:

Name: Dave Beyman

Title: Arizona State Conservation Engineer

Company: USDA-NRCS

Phone: (602) 285-6351

Email: david.beyman@usda.gov

3.3 KICK-OFF MEETING

The contractor will coordinate and participate in a project kick-off meeting between Sponsor, NRCS, and cooperating agencies. The contractor will prepare and distribute the agenda for the meeting two (2) calendar days prior to the meeting. The agenda should include items like project goals, project schedule, and list of potential issues to be discussed. The contractor shall allow time for NRCS provide a presentation on the Plan/EA process. The contractor will distribute meeting minutes no later than five (5) calendar days after the meeting.

3.4 COORDINATION MEETINGS

Monthly coordination meetings between the Contractor, Sponsor, NRCS, and cooperating agencies shall be held for the duration of the SOW. Contractor shall make meeting arrangements. A meeting agenda shall be submitted two (2) calendar days prior to the

meeting and meeting minutes shall be submitted no later than five (5) calendar days after the meeting.

3.5 PROGRESS REPORTS

Contractor shall prepare and submit to the Sponsor and NRCS monthly progress reports that briefly discuss project activities and contain the following:

- A description of the significant work accomplished during the reporting month, including approximate percent completed.
- A description of the work to be accomplished in the following month.
- A description of any issues encountered and actions taken.

3.6 INVOICES

Contractor shall submit invoices to the Sponsor monthly. Contractor shall maintain a spreadsheet in support of the invoices indicating the personnel and hours worked, the amounts previously billed, the amount currently being billed, and the amount remaining. Contractor shall submit to the Sponsor the updated spreadsheet whenever an invoice is submitted.

3.7 OUT-OF-SCOPE ITEMS

Contractor shall notify the Sponsor in writing of any potential work that is not within the SOW prior to the start of any such out-of-scope work. Contractor has sole responsibility to assure that no additional services beyond the SOW commences without written authorization from the Sponsor.

4.0 DATA COLLECTION AND ANALYSIS

4.1 DATA COLLECTION GENERAL

Contractor shall collect and review existing data and information concerning the study area from the Sponsor and NRCS and other appropriate agencies. Data collected shall include available information and reports on the soils and geology, hydrology and hydraulics, biological resources, cultural resources, demographics, and other resources associated with the study area.

4.2 SOILS AND GEOLOGICAL ANALYSIS

Contractor shall collect available soil and geological data and prior related investigations for the study area. Data shall include soil and geologic maps and other applicable information. Contractor shall analyze and summarize existing data and reports and develop recommendations regarding any new or updated planning-level soil and geological investigations that are needed for development of the Plan/EA.

4.3 HYDROLOGY AND HYDRAULICS ANALYSIS

Contractor shall collect available hydrologic and hydraulic (H&H) data and prior related investigations for the study area. Data shall include precipitation studies, hydraulic evaluations, and other applicable information. Contractor shall analyze and summarize existing data and reports and develop recommendations regarding any new or updated planning-level H&H investigations that are needed for development of the Plan/EA.

4.4 BIOLOGICAL RESOURCES ANALYSIS

Contractor shall collect available biological resources data and prior related investigations for the study area. Data shall include plant and wildlife inventories, threatened and endangered species and critical habitat within the study area, and other applicable information. Contractor shall analyze and summarize existing data and reports and develop recommendations regarding any new or updated planning-level biological investigations that are needed for development of the Plan/EA.

4.5 CULTURAL RESOURCES ANALYSIS

Contractor shall collect available cultural resources data and prior related investigations for the study area. Data shall include cultural resources inventories and other applicable information. Contractor shall analyze and summarize existing data and reports and develop recommendations regarding any new or updated planning-level cultural resources investigations that are needed for development of the Plan/EA.

4.6 SOCIAL AND DEMOGRAPHICS ANALYSIS

Contractor shall collect available social and demographics data and reports for the study area. Contractor shall analyze and summarize US Census Data for the study area and develop a discussion on population and demographic characteristics. Contractor shall include information on racial and ethnic populations and limited income populations in the study area.

4.7 PURPOSE AND NEED FOR ACTION

Working closely with the Sponsor, the Contractor will lead a structured process to generate a statement that concisely describes the Purpose and Need for the Project. The statement shall meet the criteria set forth in NWPM 501.34 and NWPH 601.34. After review by all internal parties, the Sponsor will provide this Purpose and Need statement to the NRCS and cooperating agencies for review. After addressing the comments that are received, the Sponsor will distribute the final Purpose and Need statement.

4.8 DATA COLLECTION AND ANALYSIS MEMORANDUM

4.8.1 Draft Memorandum. Contractor shall prepare a Draft Data Collection and Analysis Memorandum listing all existing data and information collected with brief descriptions and sources. The memo shall also identify any significant data gaps and recommendations regarding any new or updated planning-level investigations that are needed for development of the Plan/EA. Contractor shall submit the Draft Memorandum and supporting documentation to the Sponsor, NRCS and cooperating agencies in electronic format in both Microsoft Word and Adobe PDF. Hard copies shall be made provided upon request.

4.8.2 Final Memorandum. Contractor shall address comments received from the Sponsor and incorporate into a Final Data Collection and Analysis Memorandum. If necessary, the contractor shall schedule a comment resolution meeting to discuss comments with review team. Contractor shall submit the Final Memorandum and supporting documentation to the Sponsor, NRCS and cooperating agencies in electronic format in both Microsoft Word and Adobe PDF. Hard copies shall be made provided upon request.

5.0 CONSULTATION, COORDINATION, AND PUBLIC PARTICIPATION

Contractor shall facilitate consultation with the appropriate Federal, State or Tribal governments and other agencies and entities. Contractor shall assist Sponsor and NRCS to develop a potential cooperating agency list and submit invitation letters. Contractor shall coordinate with the Sponsor to arrange for and facilitate two public meetings during development of the Plan/EA.

5.1 CONSULTATION

Contractor shall facilitate consultation with the appropriate Federal, State or Tribal governments and other agencies and entities as early as possible in the process. Consultations shall follow guidance in NWPM 501.2 and NWPH 601.2. The Sponsor and NRCS shall be involved in any formal meetings and/or discussions with appropriate agencies and entities. The Contractor shall document the meetings and/discussions through meeting minutes.

5.2 COOPERATING AGENCIES

Contractor shall assist Sponsor and NRCS to develop a potential cooperating agency list and submit invitation letters. Throughout the planning process the Contractor will ensure that cooperating agencies stay up to date on the planning process and are aware of all meetings, tasks, submittals, etc. This task shall follow the guidance of NWPM 501.3 and NWPH 601.3.

5.3 PUBLIC MEETINGS

Contractor shall provide pertinent presentations, exhibits, and handouts for the public meetings. Contractor shall prepare sign-in sheets and summary notes of each public meeting. Contractor shall prepare and submit to the Sponsor a "Public Participation Notebook" to contain all information concerning the meetings, such as: presentations, exhibits, handouts, public notices, sign-in sheets, notes, and any other pertinent material. This task shall follow the guidance in NWPM 501.24 and NWPH 601.24. The sponsor may have as many public meetings as they deem appropriate for their internal processes however NRCS requires at least the following two (2) meetings as part of the planning process:

5.3.1 Public Meeting No.1. This meeting shall be held during preliminary planning. The purpose of the meeting is to inform the public about the planning effort and to scope issues to be considered during development of the Plan/EA.

5.3.2 Public Meeting No. 2. This meeting shall be held following submittal of the Draft Plan/EA. The purpose of the meeting is to present the alternatives process, the selected alternatives and the preferred alternative and to invite comments.

6.0 PRELIMINARY ALTERNATIVES FORMULATION AND EVALUATION

Contractor shall formulate and evaluate all reasonable preliminary alternatives to address the goal(s) of the Sponsor and to meet the purpose and need for action. Contractor shall seek input from the Sponsor, NRCS and cooperating agencies for the initial formulation of alternatives. Contractor shall document each preliminary alternative with a narrative description, preliminary cost estimate for implementation, and preliminary economics analysis based on NWPM, NWPH and PR&G guidance. Narratives shall identify strengths, weaknesses, opportunities and constraints of each alternative and shall document reasonings for removing certain alternatives from further study.

6.1 PRELIMINARY ALTERNATIVES FORMULATION

Contractor shall develop and initial set of alternatives to be shared with the Sponsor, NRCS and cooperating agencies prior to the preliminary alternatives workshop. Contractor shall provide documentation for the different alternatives which shall include narrative description and general components. This documentation shall be submitted to the Sponsor, NRCS and cooperating agencies for review. During this time the reviewers are encouraged to provide proposals for alternatives to be considered by the project team.

6.2 PRELIMINARY ALTERNATIVES WORKSHOP

Contractor shall arrange for and facilitate a half-day workshop with the Sponsor, NRCS and cooperating agencies to present the preliminary alternatives and the select the alternatives for detailed study. Prior to the workshop the Contractor shall provide documentation to be reviewed by the Sponsor, NRCS and cooperating agencies a minimum of five (5) calendar prior to the workshop that includes narratives for each alternative, components, preliminary cost and preliminary economic analyses. The Contractor shall also develop a way for the participants of the workshop to rank the alternatives and provide guidance on how the ranking will be used to move alternatives to the detailed analysis. At the end of the workshop there should be 4 to 5 alternatives, including the No Action alternative, moving to the detailed analysis.

6.3 PRELIMINARY ALTERNATIVES MEMORANDUM

6.3.1 Draft Memorandum. Contractor shall summarize the results of the preliminary alternatives evaluation and selection of the alternatives for detailed study in a Draft Preliminary Alternatives Memorandum. Contractor shall submit the Draft Memorandum and supporting documentation to the Sponsor, NRCS and cooperating agencies in electronic format in both Microsoft Word and Adobe PDF. Hard copies shall be made provided upon request.

6.3.2 Final Memorandum. Contractor shall address comments received from the Sponsor and prepare a Final Preliminary Alternatives Memorandum. Contractor shall submit the Final Memorandum and supporting documentation to the Sponsor, NRCS and cooperating agencies in electronic format in both Microsoft Word and Adobe PDF. Hard copies shall be made provided upon request.

7.0 SELECTED ALTERNATIVES EVALUATION

Contractor shall further evaluate the alternatives selected for detailed study. Contractor shall document each selected alternative with an expanded narrative description, conceptual drawings, a refined cost estimate for implementation, and refined economic analysis. Narratives shall expand upon the strengths, weaknesses, opportunities and constraints of each alternative. Narratives shall also describe the environmental effects of each alternative.

Contractor shall develop planning-level preliminary engineering designs to accurately define and evaluate selected alternatives for technical feasibility. Conceptual drawings shall provide a plan view and include approximate locations of structures and other features for each selected alternative. Contractor shall also develop a Summary and Comparison of Alternatives Table following guidance from NWPM 501.37, E. and the example in NWPH 606.21.

Contractor shall fully document the preferred alternative, including a detailed narrative description, the rationale for alternative preference, measures to be installed, mitigation features, permits and compliance, costs and cost sharing, installation and financing, operation and maintenance, and NRCS tables (refer to NWPM and NWPH for full requirements).

7.1 ECONOMIC ANALYSIS

Contractor shall expand on the economic analysis for the alternatives selected for detailed study along with the no-federal-action (future without project) alternative. Contractor shall complete a benefit-cost analysis for each alternative to evaluate the economic, social, and environmental effects that are quantified (monetized and non-monetized) and those that are qualitative. Contractor shall identify the alternative that reasonably maximizes the net benefits. Contractor shall summarize and document the economic analysis using the guidance from NWPM 501.45, D. and NWPH 601.45, D. and must submit this documentation to NRCS prior to meeting with the Economist.

NRCS recommends that the Contractor consult with the Economist at the NRCS NWMC for assistance in clarifying the Economic Analysis policies and procedures consistent with applicable sections in the NWPM and NWPH as well as the PR&G which is to be used as the basis for the economic analysis. Note that all communications with the NRCS NWMC will be done through the NRCS AZ SO.

7.2 PREFERRED ALTERNATIVE SELECTION WORKSHOP

Contractor shall arrange for and facilitate a half-day workshop with the Sponsor and NRCS to present the results of the selected alternatives evaluation and to identify the preferred alternative for the Plan/EA. Prior to the workshop the Contractor shall provide documentation to be reviewed by the Sponsor, NRCS and cooperating agencies a minimum of five (5) calendar prior to the workshop. Contractor shall also develop a way for the participants of the workshop to rank the alternatives and provide guidance on how the ranking will be used to select a preferred alternative.

7.3 SELECTED ALTERNATIVES MEMORANDUM

7.3.1 Draft Memorandum. Contractor shall summarize the results of the selected alternatives evaluation and selection of the preferred alternative in a Draft Selected Alternatives Memorandum. Contractor shall submit the Draft Memorandum and supporting documentation to the Sponsor, NRCS and cooperating agencies in electronic format in both Microsoft Word and Adobe PDF. Hard copies shall be made provided upon request.

7.3.2 Final Memorandum. Contractor shall address comments received from the Sponsor and prepare a Final Selected Alternatives Memorandum. Contractor shall submit the Final Memorandum and supporting documentation to the Sponsor, NRCS and cooperating agencies in electronic format in both Microsoft Word and Adobe PDF. Hard copies shall be made provided upon request.

8.0 WATERSHED PLAN AND ENVIRONMENTAL ASSESSMENT DOCUMENT

Contractor shall prepare the Plan/EA document for the Brawley Wash Watershed Plan. The content of the Plan/EA shall be in accordance with the NWPM Part 501 Subpart D

and NWPH Part 601 Subpart D. The format of the plan shall follow the plan outline format as shown in NWPM 501.31. The Plan/EA main report should be brief, concise, and written in nontechnical language (NWPM 601.30, A.). Methods, procedures, criteria and intensity of study should be included in Appendix D Investigations and Analysis Report, which is a standalone report with appropriate headings, see NWPM 501.45, D. and NWPH 601.45, D. for guidance. The most relevant information from the previously completed memorandums under this SOW should be transferred or summarized either in the main report or the Investigation and Analysis Report. These reports should not be included as appendices but can be referenced.

8.1 PRELIMINARY PLAN/EA

Contractor shall prepare the Preliminary Plan/EA document. Documents will be submitted twice as follows:

1st Submittal

Contractor shall submit the document and supporting documentation to the Sponsor, NRCS and cooperating agencies in electronic format in both Microsoft Word and Adobe PDF. Hard copies shall be made provided upon request. NRCS AZ SO review will follow the *Watershed Plan Review Checklist for Technical and Policy Compliance* document provided by the NRCS NWMC. Document is attached for your reference. Comments received will be forwarded by the Sponsor to the Contractor. Contractor shall submit to the Sponsor written responses to the review comments. If necessary, the Contractor shall schedule a comment resolution meeting with the review team. Once the responses are concurred with, the Contractor shall incorporate applicable resolved comments into the Preliminary Plan/EA 2nd submittal.

2nd Submittal

Contractor shall submit the document and supporting documentation to the Sponsor, NRCS and cooperating agencies in electronic format in both Microsoft Word and Adobe PDF. Hard copies shall be made provided upon request. The following shall also be submitted to NRCS AZ SO for submittal to NRCS NWMC for their review:

- Six (6) hard copies (bounded or with binder clip, no 3-ring binders)
- Electronic copy as a WORD document
 - Please compress all photos/maps to minimize file size
 - NWMC will provide comments in “track changes” in WORD

Review team will verify comments from previous review were addressed during this time. Comments received will be forwarded by the Sponsor to the Contractor. NRCS NWMC will make themselves available for a teleconference to provide clarification of comments to Contractor, if necessary. Contractor shall submit to the Sponsor written responses to the review comments. Once responses are concurred with, the Contractor shall incorporate applicable resolved comments into the Draft Plan/EA.

8.2 DRAFT PLAN/EA

Contractor shall prepare the Draft Plan/EA document. Documents will be submitted twice as follows:

1st Submittal

Contractor shall submit the document and supporting documentation to the Sponsor, NRCS and cooperating agencies in electronic format in both Microsoft Word and Adobe PDF. Hard copies shall be made provided upon request. NRCS AZ SO will forward the report to NRCS NHQ for a cursory review. During the cursory review NHQ will review the document for completeness per NRCS NWPM and NWPH guidelines. Review team will verify comments from previous review were addressed during this time. Comments received will be forwarded by the Sponsor to the Contractor. Contractor shall submit to the Sponsor written responses to the review comments. Once responses are concurred with the Contractor shall incorporate applicable resolved comments into the Draft Plan/EA 2nd submittal.

2nd Submittal

Contractor shall submit the document and supporting documentation to the Sponsor, NRCS and cooperating agencies in electronic format in both Microsoft Word and Adobe PDF. Hard copies shall be made provided upon request. The Sponsor, in cooperation with the NRCS, will distribute the Draft Plan/EA for public and interagency review and comment. Review team will verify comments from previous review were addressed during this time. Comments received will be forwarded by the Sponsor to the Contractor. Contractor shall submit to the Sponsor written responses to the review comments. Once responses are concurred with the Contractor shall incorporate applicable resolved comments into the Final Plan/EA.

8.3 FINAL PLAN/EA

Contractor shall prepare the Final Plan/EA document. Documents will be submitted twice as follows:

1st Submittal

Contractor shall submit the document and supporting documentation to the Sponsor, NRCS and cooperating agencies in electronic format in both Microsoft Word and Adobe PDF. Hard copies shall be made provided upon request. NRCS AZ SO will forward the report to NRCS NHQ for a programmatic review and approval.

Review team will verify comments from previous review were addressed during this time. Comments received will be forwarded by the Sponsor to the Contractor. Contractor shall submit to the Sponsor written responses to the review comments. Once the responses are concurred with the Contractor shall incorporate applicable resolved comments into the Final Plan/EA 2nd submittal.

2nd Submittal

Contractor shall submit the document and supporting documentation to the Sponsor, NRCS and cooperating agencies in electronic format in both Microsoft Word and Adobe PDF. Hard copies shall be made provided upon request. Review team will verify comments from previous review were addressed during this time. Upon acceptance, the Sponsor, in cooperation with the NRCS, will distribute the Final Plan/EA to applicable parties for signatures.

9.0 DELIVERABLES

Contractor shall submit all documents as detailed in respective sections. The final deliverables under this SOW shall include electronic media (e.g. USB drive) containing all final documents and all supporting documentation, if needed.

10.0 SPONSOR AND NRCS DATA AND REFERENCES

The Sponsor and NRCS will provide to the Contractor any available GIS data, studies, reports, or references that may be useful to the Contractor in developing the Plan/EA. Following is a partial list of NRCS reference materials pertinent to the preparation of the Plan/EA.

- NRCS National Engineering Manual
- NRCS National Watershed Program Manual
- NRCS National Watershed Program Handbook
- Principles and Requirements for Federal Investments in Water Resources
- USDA Guidance for Conducting Analyses Under the Principles, Requirements, and Guidelines for Water and Land Related Resources Implementation Studies

11.0 OPTIONAL TASKS

During the process of completion of this SOW, additional work may become necessary to complete the Plan/EA. Optional tasks must be authorized in writing by the Sponsor and concurred by NRCS based upon needs identified during development of the Plan/EA. If the Sponsor determines that additional work is needed the Contractor shall prepare and submit to the Sponsor a proposed Statement of Work and fee for review and approval.

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ATTACHMENTS

Brawley Wash Watershed Plan/EA Handout
Watershed Plan Review Checklist for Technical and Policy Compliance

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**NRCS 9 Step Planning Process
Watershed Plan Document**

Title 180, Part 600 – National Planning and
Procedures Handbook, Subpart C – NRCS
Planning Process

and PR&G)

(Includes NEPA

Title 390 – National
Watershed Program
Handbook, Part 601 –
Development of
Watershed Project
Plans, Subpart D –
Project Plan Content
and Format

- 1 Cover
- 2 Abstract
- 3 Watershed Agreement
- 4 Table of Contents
- 5 Summary

Phase I – Collection and Analysis

1. Identify problems and opportunities
2. Determine Objectives



- 6 Purpose and Need for Action
- 7 Scope of EA/EIS

3. Inventory Resources
4. Analysis Resource Data



- 8 Affected Environment

Phase II

5. Formulate Alternatives

- 9.1 Description of Alternatives

Decision Support

6. Evaluate Alternatives



- 9.2 Comparison of Alternatives
- 10 Environmental Consequences

Public Participation

7. Make Decisions



- 12 The Preferred Alternative

Phase

III – Application and Evaluation

8. Implement the Plan

9. Evaluate the Plan

- 13 References
- 14 List of Preparers
- 15 Distribution List
- 16 Index
- 17 Appendices

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Phase I – Collection and Analysis

1) Scoping

- a. Locally led planning process
- b. Involve all interested parties
- c. Identify problems
- d. Identify resource needs
- e. Identify data and inventory needs
- f. Compliance issues
- g. Identify potential solutions

****NOTE: Recommend facilitated meetings**

A. Concern Identification:

- Scoping should provide the planning team with a list of “Relevant” concerns and a subset of alternatives to be considered.
- The “Summary of Scoping” table requires that you identify relevant resource concerns related to the preliminary alternatives.
- A simple test to determine a concern’s “Relevancy” is to determine if it exists within the Area of Potential Effect (APE) of any of the alternatives. If the answer is yes then it should be considered relevant.
- When a resource concern is found to be not relevant, and sufficient rationale is provided, the concern can be eliminated from further consideration.

See NWPH 606.19 Summary of Scoping—Example

2) Purpose and Need for Action

This section begins with a clear and concise summary statement of the purpose and need for the proposed action. A discussion will then follow providing sufficient information to adequately demonstrate the underlying need and purpose for the proposed action.

- a. The purpose should not be written so narrow that there is only one alternative that would meet the purpose.
 - The purpose of the project is to remove tamarisk and Russian olive shrubs/trees on 20,000 acres (TOO SPECIFIC; this pre-selects an alternative)
 - The purpose of the project is to replace open irrigation ditch with HPDE pressurized pipeline (TOO SPECIFIC; how about lining ditches, combo of pipe and lining, PVC vs. HPDE, etc.?)

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- b. The purpose should not be written so broad that either there are too many alternatives that could be considered or that the outcome would not be measurable.
 - The purpose of the project is to reduce sediment (TOO BROAD; if your multimillion dollar project reduced 1 pound of sediment, it would meet the purpose)
- c. Formulating the right purpose statement is like having the right math equation to solve a problem. It's important to get it right, so then your alternatives formulation and selection of the preferred alternative are appropriate.
- d. The Needs paragraph should document why we are doing this plan in the first place. Give specifics examples, with data (if possible); for example:
 - Over the past 20 years, 10 of those years were record high drought extremes over the 75 year period of record, resulting in xxx (fill in with some specifics).
 - Bullet on challenges Navaho Nation has addressing this purpose (could be economic, cultural, or other issues)
 - If you are addressing multiple resource concerns, you should have one or more "Needs" bullets supporting why those concerns are an issue.

****NOTE:** NWMC will review "Purpose and Need for Action" section prior to submittal of PlanEA.

3) Scope of the EA/EIS

- Scoping is used to identify the significant issues to be analyzed in detail and to eliminate from detailed study the issues that are not significant.
- Detail and attention must be focused on connected and cumulative actions associated with the proposed action

See exhibit "Resource Concerns for Scoping" NWPH, Section 606.18, and "Summary of Scoping—Example" in section 606.19

4) Affected Environment

- Describe the current physical, biological, ecological, economic, and social conditions (in the affected area)
 - (1) Physical conditions, such as size and location, stream systems, climate, geology, soils, and topography. A brief cultural and historical overview should also be included.
 - (2) Ecological conditions, such as water quality, air quality, watershed or ecosystem health, species diversity and richness. The indicators used to establish conditions should be discussed.
 - (3) Economic and social conditions within the watershed. Discuss the major social, cultural, and political factors that may influence major changes in land use or management of the soil, water, air, plant, or animal

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resources. Include only those items that would, if realized, affect the various alternatives being considered. If none are anticipated, it should be stated. A discussion of population centers and transportation infrastructure should be included.

(4) Present and future general land cover and uses (using the categories given in National Planning Procedures Handbook (NPPH), Part 600) based on the predicted social and political factors described previously.

(5) Other watershed amenities which are relevant to the affected area. These amenities as well other groups previously mentioned have value based on institutional recognition, public recognition, or are technically recognized.

- Describe resources including those protected by Federal, State, Tribal, or local requirements.
- Discuss limited resource areas, individuals, or protected groups.
- Focus on issues specific to the proposed action.

****NOTE:** Use of tabular data is encouraged wherever it reduces the need for narrative.

****NOTE:** Describe the area as if the person who is reading had never been there!

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Phase II – Decision Support

5) Alternatives

A. Formulation Process

- (1) The formulation process is the basis for selecting combinations of measures to include as alternatives.
- (2) Studies made to establish various combinations of measures (land treatment, structural, and nonstructural) should be included. Include such items as how the evaluation units were established and the incremental analysis made to determine the alternative that reasonably maximizes net benefits

B. Alternatives Eliminated From Detailed Study

Any alternative that does not meet the stated purpose and need for action does not need to be considered in detail. Alternatives that meet the need for action but do not achieve the purposes may be eliminated from detailed study. For alternatives which were eliminated from detailed study, briefly discuss the reasons for their having been eliminated. Alternatives that may appear reasonable but clearly become unreasonable because of cost, logistics, existing technology, or environmental reasons must be included in this section and the reasons for elimination discussed.

****NOTE:** Sponsor “doesn’t like” alternative is not a valid reason to eliminate from detailed study

****NOTE:** Detailed study alternative should be limited to 4 – 5, including the no action alternative.

C. Alternatives Description

- (1) The alternatives to be studied must be described and compared in substantial and equal detail.
- (2) Each alternative plan, including any mitigation, must be clearly described regarding its components, their functions, and costs.
- (3) The no-action alternative is required in all plans.
- (4) Reasonable alternatives outside the jurisdiction of NRCS must also be developed.
- (5) Where applicable, a description of the hazard potential of each alternative must be included (e.g., hazard class of dam, any damages or flood hazards, etc.)

D. Summary and Comparison of Alternative Plans Table

In addition to the comparison made in the text, alternatives will also be displayed in the “Summary and Comparison of Alternative Plans” table in order to help the reader discern the relative merits and disadvantages of competing alternatives.

See NWPH 606.21 for example table

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****NOTE:** When working on economic analysis the NRCS Economists should be consulted

6) Environmental Consequences

- The intent of the “Environmental Consequences section is to provide the analytical basis for the comparisons of effects presented in the alternatives.
- Discuss the significance of all effects and disclose the measures to reduce or eliminate adverse impacts in the Plan-EA. The results of the scoping process must be used to determine which factors should be addressed and in how much detail. The type and kind of information depend on the location, type, scope, and complexity of the planned action. All alternatives including the no-action alternative must be treated and discussed in substantially equal detail.
- The description of impacts (context and intensity) must be by resource or environmental concern. All relevant concerns must be addressed. All direct, indirect (connected actions), and cumulative effects are to be addressed for each alternative in this section.
- Information identifying any approved regional plans for water resource management in the study area and a statement as to whether the proposed project is consistent with such plans must also be discussed in this section.
- Risk and uncertainty

7) Consultation, Coordination, and Public Participation

In this section, the opportunities provided for public participation throughout the process are documented, from the initial request for NRCS assistance to preparation of the final plan. The section also summarizes the consultation and coordination with other agencies.

- (1) The section must include the date, type, and purpose of the activity, as well as the names of participating organizations and the public.
- (2) Special note must be made of the required consultation with the SHPO and nation-to-nation consultation with appropriate federally recognized Tribal governments regarding cultural resources and sacred and cultural sites and with Tribal governments regarding other resource and economic concerns, and coordination with the Fish and Wildlife Service and the National Marine Fisheries Service regarding endangered and threatened species.
- (3) Coordination and discussion on the permitting process with the U.S. Army Corps of Engineers must be included as well.

****NOTE:** US Army Corps of Engineers, US Fish and Wildlife Service, and any other federal agencies with a potential interest in the project should be invited to be cooperating agencies.

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8) The Preferred Alternative

- A. The preferred alternative is described along with the rationale for the preference. If the National Economic Development (NED) plan is selected, the rationale must be provided to support that the primary objective of maximizing net economic benefits is being achieved. Key factors that influenced the decision on the preferred alternative must be described. If the NED plan is not selected, the status of the exception to the NED plan requirement must be documented.
- B. This section describes the measures to be installed including the mitigation features, permits and compliance requirements, costs, installation sequence and responsibilities, and financing of the project. Operation, maintenance, and replacement responsibilities are described.
- C. Economic and structural tables must be included for the preferred alternative. Economic tables must include information relevant to the costs and benefits of the project plan. Structural tables must include information relevant to the design of the measure. The economic and structural tables (tables 1-6) are found in the exhibits in NWPM, Part 506, and Subpart B.

9) References

This section provides the sources of the information contained in the document. If supporting data are incorporated by reference, then the material being referenced must be briefly summarized for the reader to understand the context of the material being incorporated.

****NOTE:** Start a reference list at the beginning of the project. It makes it easier to document all your references when you start writing the plan.

10) List of Preparers

See *NWPH 606.22 for an example table*

11) Distribution List

This is a listing of the agencies, organizations, and persons to whom the watershed project plan-EA or Plan-EIS is sent.

12) Appendices

Appendix A, "Comments and Responses"

This will be completed after the draft plan has been out for public and agency comment.

Appendix B, "Project Map(s)"

A color project map must be prepared to show the location of important project measures and the location and extent of important watershed conditions that will be affected by the works of improvement to be installed. The map must show

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the location and kind of measures, watershed areas above structures that have floodwater retarding capacity, and benefited areas.

****NOTE:** Make sure your map(s) are at the appropriate scale so that people unfamiliar with the area can orient themselves. When the project area is large, more than one map may be needed to adequately show project measures and the affected area.

Appendix C, "Support Maps" (as appropriate)

e.g., soil maps, geologic maps, watershed maps, etc.

Appendix D, "Investigations and Analyses Report"

The purpose of the investigations and analyses report is to present information that supports the formulation, evaluation, and conclusions of the watershed plan. The report is required for all plans and must be included as an appendix. The report is organized under appropriate headings, such as project formulation, cost allocation, engineering, biology, hydrology, geology, land use, water quality, economics, or cultural resources. The procedures, techniques, assumptions, and the scope and intensity of the investigations for each subject must be described in sufficient detail so that a reader not familiar with the watershed or its problems can form an opinion on the adequacy of the plan. This report supplements information contained in the plan; it does not replace or duplicate such information.

****NOTE:** Do not include entire technical reports, data runs, inventories, etc. in this section. Instead, summarize pertinent information that supplements information contained in the plan-EA.

Appendix E, "Other Supporting Information"

Include other relevant information or reports that you feel the public and consulting agencies need to see. ****Not every reference or data set needs to be included.**

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Watershed:	State:	Date:
Subject	Included	Comments
Cover/Non-Discrimination Statement		
Abstract (Fly Sheet) (not required for Plan-EE) NOTE: See NWPH 606.16 for example		
Watershed Agreement (unsigned-for NWMC Review only) NOTE: See NWPM 506.30 for example agreement template <ol style="list-style-type: none"> 1. Construction Cost outlined, practice list for Watershed Protection 2. Cost Share rates meet policy and in line with national rates for Land Treatment 3. Technical / engineering services 4. Relocation 5. O & M 		
Table of Contents (not required for Plan-EE)		
Summary (OMB Fact Sheet) (not required for Plan-EE) NOTE: See NWPH 606.17 for example		
Changes requiring preparation of a supplement (required for supplemental plans only, except Plan-EE)		
Purpose and Need for Action NOTE: See NWPM 501.34 <ol style="list-style-type: none"> 1. Clear and concise statement 2. Supporting discussion 		
Scope of the EA/EIS NOTE: See NWPM 501.35 and NWPH 606.18 & 606.19 <ol style="list-style-type: none"> 1. Identification of relevant/non-relevant issues 2. Rationale for relevance/non-relevance to the action 		
Affected Environment /Existing Conditions NOTE: see NWPM 501.36 <ol style="list-style-type: none"> 1. Physical 2. Additional Physical for Rehab (NOTE: see NWPM 505.35(A)(3)) <ol style="list-style-type: none"> a. Status of O&M b. Sedimentation Rates 		

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<ul style="list-style-type: none"> c. Potential Modes of Failure d. Breach Analysis e. Hazard Classification f. Consequences of Failure <ul style="list-style-type: none"> 3. Biological 4. Ecological 5. Economic 6. Social 		
<p>Alternatives</p> <p>NOTE: See NWPM 501.37 and NWPH 606.19 & 606.21</p> <ul style="list-style-type: none"> 1. Formulation process (basis for selecting combination of measures to include in alternatives including rationale for sediment storage life for dams) (for rehab, a decommissioning alternative that meets the purpose and need is to be developed) 2. Alternatives eliminated from detailed study 3. Description of all reasonable alternatives including all of the following (and a discussion of appropriate mitigation): <ul style="list-style-type: none"> a) No-action alternative b) Agency preferred alternative c) Other reasonable alternatives, including those not within NRCS authority d) Identification of NED alternative or most cost-effective alternative 4. Summary and Comparison of Alternative Plans Table (installation costs, O & M Costs, Cost sharing, and PR&G accounts¹) 		
<p>Environmental Consequences</p> <p>NOTE: See NWPM 501.38</p> <ul style="list-style-type: none"> 1. Economic, environmental, and Social effects (including short-term and long-term direct, indirect, and cumulative impacts) (quantified when possible) 2. Context and intensity (significance) of effects 3. Risk and uncertainty 		
<p>Consultation, Coordination, and Public Participation</p> <p>NOTE: See NWPM 501.39</p>		
<p>The Preferred Alternative</p> <p>NOTE: See NWPM 501.40</p> <ul style="list-style-type: none"> 1. Rationale for alternative preference 2. Measures to be installed 3. Costs and cost sharing 4. Responsibilities 5. Operation, maintenance, and replacement 		

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6. Mitigation 7. Permits and Compliance 8. Installation sequence 9. Installation & Financing 10. Economic Tables 11. Structural Tables		
References <i>NOTE: See NWPM 501.41</i>		
List of Preparers <i>NOTE: See NWPM 501.42</i>		
Distribution List <i>NOTE: See NWPM 501.43</i>		
Index (not required for Plan-EE) <i>NOTE: See NWPM 501.44</i>		
Appendices <i>NOTE: See NWPM 501.45</i> 1. Appendix A — Comments and Responses 2. Appendix B — Project Map 3. Appendix C — Support Maps (FEMA FIRM, breach inundation, wetland impacts, etc.) 4. Appendix D — Investigation and Analysis Report 5. Appendix E — Other Supporting Information		
General comments:		
The contents of this Watershed Plan have been reviewed for technical and policy requirements. This preliminary draft plan is complete and ready for NWMC review.		
NRCS State Lead Reviewer's Name: _____ Date: _____		
Signature: _____		

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OTHER IMPORTANT INFORMATION IN PREPARATION FOR NWMC REVIEW

WHAT SHOULD YOU SUBMIT TO NWMC?

- Copy of this Watershed Plan Review Checklist signed by the NRCS Lead Reviewer
- Six (6) Hard Copies of the Draft Plan-EIS/EA/EE along with a copy of the Draft Watershed Agreement (bound or with binder clip, no three ring binders)
- Electronic Copy of Draft Plan-EIS/EA-EE and Draft Watershed Agreement in Microsoft WORD
 - Please compress all photos/maps in WORD documents to minimize file size (see below). The NWMC will have the hard copy version of the pictures if high quality detail is necessary for review.
 - NWMC will provide comments in "track changes" in WORD

How to compress pictures in WORD file

- 1) Click on any picture in the document
- 2) Under the "Picture Tools" tab, click on Format
- 3) Select the compress icon
- 4) In the Compress Pictures pop-up box, check "Delete cropped areas of pictures" and "E-mail" then click "OK"

This will compress all the pictures in the document and significantly reduce the file size for emailing.

