



U.S. Department of Agriculture  
Natural Resources Conservation Service

NRCS-ADS-093

**NOTICE OF GRANT AND AGREEMENT AWARD**

1. Award Identifying Number  NR249104XXXXC044	2. Amendment Number	3. Award /Project Period  Date of final signature- 03/27/2025	4. Type of award instrument:  Cooperative Agreement
5. Agency (Name and Address)  Natural Resources Conservation Service 430 G Street, Suite 4164 Davis, CA 95616		6. Recipient Organization (Name and Address)  VENTURA COUNTY WATERSHED PROTECTION DISTRICT 800 S VICTORIA AVE #1610 VENTURA CA 93009  UEI Number: HGQTBSFMCLH7 EIN:	
7. NRCS Program Contact  Name: ERNESTO DE LA RIVA Phone: (530) 792-5680 Email: ernesto.delariva@usda.gov	8. NRCS Administrative Contact  Name: CASSANDRA HAYES Phone: (816) 823-5608 Email: cassandra.hayes@usda.gov	9. Recipient Program Contact  Name: Salvador Diaz-Rubin Phone: (805) 650-4066 Email: Salvador.diazrubin@ventura.org	10. Recipient Administrative Contact  Name: Matthew Ehret Phone: (805) 654-2016 Email: matthew.ehret@ventura.org
11. CFDA  10.923	12. Authority  33 U.S.C. 701b-1	13. Type of Action  New Agreement	14. Program Director  Name: Matthew Ehret Phone: (805) 654-2016 Email: matthew.ehret@ventura.org
15. Project Title/ Description: Provide technical and financial assistance to the Ventura County EWPP Project # 5227 in Ventura County, CA for recovery measures; Damage Survey Report 06-24-23-5227-945.			
16. Entity Type: D = Special District Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$1,439,050.00	\$423,250.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$1,439,050.00	\$423,250.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$1,269,750.00	Other	\$169,300.00
Total Direct Cost	\$1,439,050.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$423,250.00
		Total Federal Funds Awarded	\$1,439,050.00
		Total Approved Budget	\$1,862,300.00

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  Carlos Suarez Oliva State Conservationist	Signature <b>CURTIS TARVER</b> Digitally signed by CURTIS TARVER Date: 2024.09.10 14:30:52 -07'00'	Date
Name and Title of Authorized Recipient Representative  Jeff Palmer Watershed Protection District Director	Signature 	Date 

#### NONDISCRIMINATION STATEMENT

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#### 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 technical and financial assistance to the Ventura County, hereinafter referred to as the "Sponsor", for Emergency Watershed Protection Program (EWPP) Project # 5227 in Ventura County, CA for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

### Objectives

The objective of this agreement is to provide both financial assistance (FA) funding as well as technical assistance (TA) funding to the Sponsor to implement NRCS EWPP Buyout project measures to remove flood damaged structures that resulted from the January 2023 floods resulting in FEMA DR 4683 that created imminent hazards to life and property.

The implementation of EWPP measures as detailed in the Damage Survey Reports (DSR) and described here (see Addendum 1, attached for a list of site addresses according to DSR number):

- DSR 06-24-23-5227-945- Obstruction Removal (500), Clearing and Snagging (326), Stormwater Runoff Control (570), and long-term land protection at Casitas Vista Road in Ventura County, CA

**PREREQUISITES:** Prior to the award of this agreement, Sponsor submitted assurances' statements in accordance with 49 CFR 24.4(a)(1) and will have initiated outreach to affected project regions.

### Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

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

Total Estimated Project Budget: \$1,862,300

NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with acquisition and construction activities; TA costs are associated with planning, design, contract administration, biological monitoring associated with federal consultations, and quality assurance inspections. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

The budget includes the following. Eligible costs are identified in 2 budget categories and must be tracked separately.

#### FINANCIAL ASSISTANCE (FA) COSTS:

Acquisition, construction, demolition, activities necessary to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act, 42 USC 61) and 49 CFR 24, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs and (e.g. notification of URA eligibility to residents, relocation advisory services, reviewing and processing relocation payments, etc.), relocation of structure (if applicable) and restoration costs.

75% NRCS \$1,269,750 + 25% Sponsor \$423,250: \$1,693,000

#### TECHNICAL ASSISTANCE (TA) COSTS:

Planning, design, contract administration and quality assurance inspections.

100% NRCS: Up to \$169,300

1. NRCS pays up to 75 percent of eligible acquisition, construction, demolition, relocation (if applicable), and restoration costs and Sponsor pays 25 percent of these costs.

2. NRCS will contribute up to \$169,300 for design services, contract administration, biological monitoring associated with federal consultations, and management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved acquisition and on-the-ground construction costs, subject to above limits. NRCS may advance FA funds to the Sponsor for approved acquisition costs, subject to above limits. Construction costs are associated with the installation, relocation or demolition of the project measures including labor, equipment and materials. Acquisition costs are associated with necessary activities performed as due diligence prior to the purchase of the EWPP Buyout. Allowable costs for property acquisition and structure demolition or relocation projects for EWPP Buyouts depend on the scope of work in this cooperative agreement. Generally allowable costs for EWPP Buyouts are listed below, and other costs will be evaluated on a case-by-case basis; however, the terms and conditions of this cooperative agreement between NRCS and the project Sponsor will determine NRCS financial contributions.

ALLOWABLE COSTS MAY INCLUDE THE FOLLOWING: (Note: \* = Required if agreement is for acquisition or structure relocation, if applicable):

- a. \*Preliminary title commitments.
- b. \*Appraisals and technical appraisal reviews (completed by an appropriately licensed/certified appraiser in accordance with Sponsor's Appraisal and Technical Appraisal Review Specifications).
- c. \*Property purchase costs including improvements thereon. The valuation basis for the project will be Fair Market Value as of the day before the qualifying disaster event for acquisition/demolition (if applicable).
- d. \*Closing and settlement services, other legal fees for property acquisition and recordation of deed with deed restrictions.
- e. \*Final title insurance policies.
- f. Boundary surveys as necessary.
- g. \*Structure relocation and land rights purchase costs (if applicable).
- h. Relocation and moving expense allowances for eligible displaced persons in accordance with 49 CFR 24 (June 3, 2024, Final Rule), the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (URA), and 42 U.S.C. 4601 of the Uniform Relocation Assistance and Real Property Acquisitions Policy of 1970 (Uniform Act).
- i. Environmental phase I assessments.
- j. \*Hazardous building materials assessments (as needed).
- k. \*Hazardous-Materials abatement and disposal associated with structures planned for demolition in accordance with federal, state and local regulations.
- l. \*Demolition of structures, removal of all impervious surfaces (driveways, concrete slabs, sidewalks, etc.) and disposal of demolition debris in an approved landfill; fees for utility disconnects associated with the demolition of a residence; removal of septic systems, residential fuel tanks, decommissioning of water wells in accordance with federal, state and local regulations; removal of trees or vegetation within construction limits as necessary to perform demolition work or that pose a hazard to people or property; backfill of basements with clean fill, grading of site, and pollution and erosion control measures during construction activities.
- m. \*Restoration measures necessary to fulfill the program objectives and prevent future erosion, including grading, seeding, plantings, or other site finishing necessary to meet the terms of the prescribed deed restriction(s) and this agreement.

#### 4. NON-ALLOWABLE COSTS:

- a. Aesthetic improvements beyond the natural conditions of the site as it existed before the property was developed.
- b. Erecting buildings, public infrastructure, utility development, recreational fields or facilities, etc.
- c. Acquisition of properties with known contamination that would prevent the successful restoration of the property in accordance with project land uses, goals and objectives. This includes properties identified as a Brownfield (<https://www.epa.gov/cleanups/cleanups-my-community>), landfill (registered or non-registered), Superfund site (<https://www.epa.gov/superfund/search-superfund-sites-where-you-live>), or other non-compliant environmental hazard site such as those listed on the National Priorities List (NPLs) (<https://www.epa.gov/superfund/superfund-national-priorities-list-npl>) where successful restoration requires abatement of the soil, water or other natural resources in and around the property itself in order to declare it free of environmental hazards. Remediation, remediation plans, environmental clean-up or certification of contaminated properties are not eligible costs of the program. Note: abatement of household building material Haz-Mat is an acceptable FA cost.
- d. Acquisition of properties that are already permanently deed restricted as open space or other similar conservation uses that align with EWPP Buyout objectives.
- e. Acquisition of properties containing industrial or commercial businesses that utilize, produce, or store large volumes of hazardous materials (e.g. dry cleaners, gas stations, petrochemical storage facilities, manufacturing businesses, junkyards, mechanic's shops, etc.).
- f. Properties where state or local ordinances already dictate demolition, relocation and/or prohibit future development of the property (e.g. setback requirements, on-going eminent domain projects, etc.).

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

- a. Engineering costs include, but not limited to, developing a project design that includes construction drawings and

specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

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

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

7. The Sponsor is required to report deviations from budget, project scope, or objectives. Sponsor must request prior approvals from NRCS for budget and program plan revisions.

#### **Responsibilities of the Parties:**

##### **SPONSOR RESPONSIBILITIES**

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

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish acquisition and construction of the EWPP project measures by contracting, in-kind construction services, or a combination of both.
4. Sponsor will adhere to their own local, state and federal land acquisition requirements and regulations throughout the process, in consultation with NRCS during certain activities as listed herein.
5. Comply with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (URA) and provide assurances outlined in 49 CFR 24.4(a)(1). Sponsor shall submit assurances to NRCS as part of agreement application documents prior to obligation of funds into a fully executed agreement.
6. Submit summary and supporting documentation for eligible relocation expenses (i.e. eligible moving expenses, rental assistance payments, etc.) for displaced persons (e.g. tenants as defined by 49 CFR 24.2(a)(9)) to NRCS as part of any request for reimbursement of eligible relocation benefits in accordance with 7 CFR 21.
7. Provide relocation assistance advisory services which satisfy the requirements of 7 CFR 21, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), and Executive Order 11063 (27 FR 11527, November 24, 1962) (see 49 CFR Part 24).
8. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source, unless there is statutory authority allowing a specific grant to be used as a federal match.
9. Sponsor will identify interested participants and coordinate with NRCS to initiate the acquisition process.
10. Sponsor will secure preliminary title commitments and perform review of title for encumbrances that would preclude the ability to restore the property to the intended use as identified within the approved NRCS deed restriction.
11. All appraisals must comply with the URA and Uniform Standards of Professional Appraisal Practice (USPAP). Appraisals must be consistent with NRCS Appraisal Specifications and Statement of Work, provided by NRCS government representative. Sponsor must establish the date of the appraisal basis to be used for the project area.
12. Obtain Technical Appraisal Review in accordance with the Uniform Relocation Act and technical appraisal review specifications. Technical Appraisal Reviews must be consistent with NRCS Technical Appraisal Review Specifications and Statement of Work, provided by NRCS government representative.
13. Collect documentation of other federal assistance received from participants and conduct a duplication of benefits analysis, including a determination that assistance received was used for its intended disaster related need. Provide calculation of any potential reductions in order to prevent duplicating federal assistance payments. Notify participants of the potential for duplicate benefit payments and inform them of any liabilities associated with receiving assistance from multiple federal agencies for the same disaster related need. Perform calculations and provide a summary of, and

supporting documentation for, the Offer of Just Compensation in accordance with 49 CFR 24. The offer should be based on the approved appraisal that follows Sponsor's appraisal and technical review specifications. The Offer of Just Compensation must factor in any duplication of benefits reductions which shall be reflected in the offer calculation summary. The offer calculation summary should include supporting documentation such as: appraisal, technical appraisal review, any documentation to support duplication of benefits reductions, etc., and must be submitted to NRCS for review and concurrence prior to extending the Offer of Just Compensation (see 49 CFR 24 §24.102(d)) to participating landowners.

14. If required under the Sponsor's land acquisition process, procure boundary surveys in accordance with standard acquisition practices.

15. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the demolition and installation of EWPP project measures prior to construction. Costs related to permits are the Sponsor's responsibility and ineligible for reimbursement.

16. Accept all financial and other responsibility for excess costs resulting from failure to obtain, or delay in obtaining, adequate land and water rights, permits and licenses needed for the project.

17. Provide the agreed-to portion of the actual, eligible and approved acquisition and construction cost. These costs may be in the form of cash, in-kind property acquisition, due diligence activities or construction services, or a combination thereof. Final acquisition and construction items that are eligible generally include: title services (title searches, title commitments, final title policies); appraisals, technical appraisal reviews and other services related to assigning property valuation or calculating Offers of Just Compensation; boundary surveys if needed; Phase I environmental assessments or equivalent as needed; closing, settlement and recording services; relocation advisory counseling services; or other services needed in order for the Sponsor to conduct real property acquisition in accordance with their local, state and federal regulations. These costs consist of costs from contracts awarded to contractors and Sponsor in-house or eligible in-kind construction or service costs for materials, labor, and equipment, if applicable. The Sponsor shall provide NRCS documentation to support all eligible acquisition services and construction costs when requesting reimbursement. Costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

18. Be responsible for 100 percent of all ineligible acquisition and construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

19. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation. Refer to the Budget Narrative section.

20. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the financial 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.

21. Coordinate with landowners to schedule closings for all participating properties. Closings will result in the Sponsor purchasing the property subject to a deed restriction approved by NRCS.

22. Record property deed and NRCS approved deed restriction to document acquisition of title for the acquired properties. Provide copy of recorded deed and any settlement statements to NRCS for record keeping purposes.

23. Collect and summarize all supporting documentation for eligible moving expenses of displaced persons in accordance with 49 CFR 24. Collect any supporting documentation (e.g. copies of new lease agreements or purchase agreements for new dwellings) associated with rental assistance payments. Submit supporting documentation and any summaries of benefits for displaced persons to NRCS for record-keeping purposes.

24. Prepare and send Summary of Federal Benefits Received statements to all participants that receive funding through the EWPP-Buyout effort. Summary must include the participant's name, address, the location for which the benefit was received, name/date of the qualifying disaster, and an itemized list of benefits received including their intended purpose.

25. If applicable, any in-house or eligible in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), shall have a Sponsor developed Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be reviewed and concurred in by NRCS prior to commencement of construction. Construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.



26. The following documentation is required to support the Sponsor's request for reimbursement for construction work performed under the approved Plan of Operations (work performed by Sponsor forces):

- a. Records documenting the actual costs of materials used in constructing the eligible EWPP project measures.
- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWPP project measures.
- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWPP project measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWPP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

27. The required documentation for reimbursement of technical or administrative services will be invoices from consultants and/or employee itemization of services including a description of services. Appraisal invoice will not be reimbursed by NRCS without Technical Appraisal Review and concurrence of the appraisal.

28. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project. Sponsor is responsible for conducting environmental due diligence in accordance with their local, state and Federal laws for real property acquisition. Sponsor may request reimbursement for expenses associated with conducting Phase I or equivalent environmental assessments, if needed, to determine likelihood of hazardous materials and other environmental concerns in, or immediately near the project area. Sponsor is responsible for ensuring that no on-site or off-site conditions exist that may impede or prevent restoration of the site to the goals and objectives outlined in the approved deed restriction. A site may be deemed ineligible by NRCS if it cannot be adequately restored based on cultural resource or environmental findings. Any changes in eligibility, modifications of project boundaries, or newly identified remediation needs shall be communicated and/or concurred by NRCS. Any remediation measures performed to abate identified environmental concerns within or near the project area must be communicated to NRCS and any environmental clearance or certification documents shall be submitted to NRCS. Note: NRCS cannot reimburse the Sponsor for any activities associated with environmental assessments beyond a Phase I environmental study or cannot assist with remediation activities associated with the land or surrounding natural resources.

29. Procure Hazardous Building Material Assessment Reports as needed to assess haz-mat building remediation/abatement needs for each structure to be demolished.

30. 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.

31. Sponsor will coordinate shutoffs for gas, electric, water, sewer and any other applicable utilities and ensure appropriate clearances are obtained prior to demolition of structures. This item is only reimbursable for disconnects and shutoffs needed within the deed restricted area(s).

32. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/ Technical Contact progress reports as necessary and agreed to. If any questions or concerns arise pertaining to the standards and specifications, contact NRCS Program/Technical Contact for resolution. Progress reports should include (as applicable): a breakdown of deliverables received for acquisition services and any reviews for technical adequacy conducted thereof; technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken; modifications anticipated; technical problems encountered; contractual issues and other relevant information.

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

34. As determined necessary by the NRCS State Conservationist, provide final demolition and construction plans, specifications and certified design and as-built drawings and quantities for the project. Sponsor shall obtain NRCS review and acceptance of any demolition and/or construction plans prior to commencement. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

35. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements.

36. Refer to the General Terms and Conditions of this Agreement regarding submission of a "Request for Advance and Reimbursement". Payments will be withheld until all required documentation is submitted and complete.

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

38. 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 EWPP Buyouts project pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

**39 Agreement Assurances from the Sponsor:**

- a. Declaration that the land will be maintained as open space and for natural resource conservation, and the land uses will primarily consist of the "generally allowable uses" that are compatible with the requirements of the EWPP and an NRCS approved deed restriction on the property;
- b. Declaration that the project Sponsor will be responsible for all operation and maintenance costs of the property;
- c. Declaration that adjoining property owners will be notified about the acquisition project and offered advisory services in compliance with 49 CFR 24;
- d. Declaration that the Sponsor will do proper due diligence to ensure that any duplication of benefits are determined and accounted for in the final Offer of Just Compensation extended to the program participant;
- e. Declaration that the Sponsor will retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement, until final audit findings have been resolved, or in accordance with the Uniform Relocation Act, whichever is longer;
- f. Declaration that the Sponsor will comply with the Uniform Act in accordance with 49 CFR 24.4(a) should have been submitted as a prerequisite to this agreement.

40. Determine a fair and equitable method to ensure persons receiving project or relocation assistance are lawful residents and qualifying, eligible, voluntary participants. Note: Unlawful residents may still be eligible for assistance under certain provisions of the Uniform Relocation Act.

41. Deed Restriction Language: The project Sponsor must include a sample of the deed restriction (not including property-specific details) that the Sponsor intends to record with each property Deed. The sample must be consistent with the EWPP Deed Restriction Template. Modifications to the language in the EWPP Deed Restriction Template can only be made with prior approval from NRCS Branch Chief for Watershed Programs. Changes may be approved for compliance with local requirements, but substantive changes to program provisions will not be approved. The NRCS State Conservationist must concur on the deed restriction language prior to closing for each property.

42. The final offer to a property owner is based on the value assigned to a property ("purchase offer") and applicable additions and deductions. Deductions to the purchase offer may include duplication of benefits deductions, and additions may include any supplemental housing payments. The project Sponsor must ensure all property owners are treated fairly and are offered an equitable package of benefits. The project Sponsor must inform each property owner in writing the market value (pre-event or current) of the property and the method used to determine the final Offer of Just Compensation (see 49 CFR 24 §24.102(d-e)).

43. Offer of Just Compensation: For each property identified for acquisition, the project Sponsor shall establish a process and document a property value based on the sponsor's approved appraisal specifications and compliance with URA 49 CFR Part 24. Properties appraised for the EWPP Buyout option will use either current fair market value or pre-disaster date fair market value at the discretion of the project Sponsor. Once a decision has been made to proceed with current or pre-disaster date valuations, the Sponsor may not use another valuation method.

44. Upon completion of the project measures, the Sponsor shall assume responsibility for any Operation & Maintenance plans concurred by NRCS.

45. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to [FPAC.BC.GAD@usda.gov](mailto:FPAC.BC.GAD@usda.gov) as outlined in the applicable version of the General Terms and Conditions. Reporting frequency is as follows:

Performance reports: Semi-annual    SF425 Financial Reports: Semi-annual

**NRCS RESPONSIBILITIES**

1. Provide Deed Restriction template to Sponsor. Review and concurrence of any drafted deed restriction samples used for the project area must be done by the Watershed Programs Branch Chief prior to notification to property owners of their potential program eligibility.



2. Complete environmental and cultural resources reviews in accordance with NEPA and Title 420 Part 401. Any cultural resource phase IA or IB assessments required to determine historic architectural or other cultural resources are to be procured by NRCS.
3. Monitor Sponsor compliance with 7 CFR 21.
4. If applicable, designate a government representative (GR) to serve as liaison with the Sponsor. Program/Technical Contact is identified on the Notice of Award.
5. Maintain all supporting acquisition documents for due diligence and offer justification, (i.e. title commitments, environmental assessments/phase I reports if available, appraisals, technical appraisal reviews, relocation payment/benefit justifications, offer summaries, Sponsor developed specifications, etc.), in accordance with Title 120 Part 408 of the NRCS General Manual, Records.
6. Review duplication of benefits calculations and final offer calculations and consult with FEMA representative or the Office of General Counsel when necessary to ensure accuracy of offer calculations prior to extending the Offer of Just Compensation to eligible landowners.
7. Review any Sponsor requests and supporting documentation for eligible moving expenses or rental/downpayment assistance payments for displaced persons prior to issuing reimbursement of relocation assistance benefits to Sponsor.
8. Review/comment and concur the following items: proposed deed restriction(s); construction/demolition plans and specifications; preliminary and final restoration plans; construction quality assurance plan, Plan of Operations (if required), and any operation and maintenance plans developed by the Sponsor before they are implemented.
9. State Conservationist must review and concur each drafted Deed Restriction prior to closing on a property.
10. Assist Sponsor in establishing design parameters; determine eligible acquisition and construction costs during the pre-design conference.
11. Make periodic site visits during the installation of the EWPP measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
12. Upon notification of the completion of the EWPP measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
13. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation. In the event there are questions regarding the SF-270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.
14. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

#### **Expected Accomplishments and Deliverables**

1. Develop project schedule with estimated timelines to carry out the activities necessary to meet the objectives of this agreement within 10 calendar days of agreement execution date. Note: some tasks may run concurrently with others.
2. Prepare and submit deed restriction sample for review and concurrence by NRCS Watershed Branch Chief prior to notification to property owners of their potential program eligibility (see Deed Restriction template provided by NRCS for suggested language). Note: changes to deed restriction template for format or compliance with state laws may be acceptable but substantial deviation from the deed restriction language may not be approved and could cause significant delays in the process.
3. Perform community outreach and public meetings within 45 days of Sponsor agreement execution date. If Buyout effort will impact more than 25 percent of community, appropriate scoping meetings shall be held to determine community impact of the Buyout on items such as utility services, tax base changes, resultant real estate prices of remaining homes, and other known and unknown anticipated impacts of the Buyout effort.
4. Provide "Notice of Eligibility" to potential eligible landowners and obtain voluntary participation statements in accordance with requirements in 49 CFR 24. Provide NRCS list of potentially eligible applicants, and their respective addresses and contact information within 10 days of public meetings.

5. Submit copies of preliminary title commitments to NRCS for record-keeping. Sponsor shall review and clear title according to Sponsor's land acquisition requirements.
6. Perform any necessary environmental due diligence such as environmental assessments (i.e. All Appropriate Inquiries/Phase I studies) as needed in accordance with Sponsor's local and state land acquisition requirements.
7. Submit appraisal specifications and technical appraisal review specifications to NRCS for record keeping purposes.
8. Perform boundary surveys (as needed) to identify any easements, boundary discrepancies, delineate access routes, or resolve other property boundary issues related to obtaining a clear title according to the Sponsor's land acquisition requirements.
9. Send notification letters of ineligibility to any landowners that cannot meet the program eligibility requirements due to title issues, due diligence concerns, known boundary issues, failure to meet programmatic or future land use objectives, or other reasons deemed appropriate by the Sponsor with concurrence from NRCS.
10. Provide summary of calculations and supporting documents to NRCS for review and concurrence, to support the Offer of Just Compensation. This should include reductions for any duplication of benefits calculations, and supporting documentation that justifies those additions or reductions. Any eligible relocation benefits (e.g. eligible moving expenses, rental assistance payments, etc.) must be justified and made as a separate payment, to the eligible tenant or displaced person (see URA 49 CFR § 24.402).
11. Provide relocation advisory services in accordance with URA. Determine tenants eligible for relocation assistance payments, track documentation, and issue payments for rental assistance and actual cost moving expenses within timelines established by URA 49 CFR 24. Provide summarization of URA payments and documentation of moving expenses to NRCS to support requests for reimbursement of eligible relocation expenses.
12. Coordinate closing(s) with landowner(s) including settlement(s) of outstanding mortgage(s), taxes and utilities due and owing at time of closing, if applicable. Record warranty deed and NRCS approved deed restriction, and provide a copy of restricted warranty deed, closing, settlement statements, and final title policy to NRCS.
13. Clear building in accordance with URA and local and state regulations. Perform hazardous building materials assessment to determine hazardous materials that need abatement or special handling during demolition activities.
14. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. All designs, plans and specifications must be submitted to NRCS for review and approval prior to implementation. Submit an electronic copy of signed and sealed engineering plans and specifications to NRCS.
15. Contract for services and construction in accordance with the 2 CFR 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
16. Contract for services of biological monitoring and comply with applicable conservation measures and requirements to comply with federal environmental consultations (Section 7 of the Endangered Species Act and the Coastal Zone Management Act) as required by NRCS Program Manager. This may include providing personnel that can meet the US Fish and Wildlife Service (USFWS) or National Marine Fisheries Service (NMFS) criteria to act as a Service-approved biologist for the impacted species.
17. Provide copies of site maps to appropriate Federal and State agencies for environmental review and CPA-52 development. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWPP project measures. All modifications to the acquisition plan and design plans and specifications shall be reviewed and concurred on by NRCS.
18. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commencement of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed and it shall be submitted for review and concurrence by NRCS before implementation. Upon completion of the project measures, the Sponsor shall assume responsibility for operations and maintenance (O&M).
19. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWPP

project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS and requires NRCS concurrence prior to commencement of construction.

20. Manage construction/demolition/haz-mat abatement (if applicable) and restoration contract or structure relocation activities in accordance with approved NRCS designs and specifications, and all local, state and federal regulations. Provide construction inspection in accordance with the QAP.

21. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the project was installed in accordance with approved plans and specifications.

22. At the completion of the agreement activity, NRCS and the Sponsor shall verify that all required activities have been accomplished in accordance with all EWPP and cooperative agreement requirements.

23. The project Sponsor shall provide to NRCS, the following property information:

- a. Photograph(s) of the property site after project was completed;
- b. A signed Statement of Voluntary Participation from the owner(s) of each property identified in the Agreement;
- c. A copy of the recorded notarized deed that includes the deed restriction language for each property;
- d. Latitude and longitude of each property given to the nearest sixth decimal place;
- e. Description of how pre-event market value was determined, if applicable;
- f. Documentation of duplication of benefits review;
- g. Date structure was removed from property;
- h. Copies of Summary of Benefits Statements issued to any participants of funds from the EWPP Buyout;
- i. For relocation projects, a certificate of occupancy from the local government agency or building department for each relocated structure to certify that the structure is code compliant.

#### **Resources Required**

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

#### **Milestones**

SEE EXPECTED ACCOMPLISHMENTS AND DELIVERABLES SECTION

## GENERAL TERMS AND CONDITIONS

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



Subject: MGT – Delegation of Authority

Date: July 15, 2024

To: State Executive Team

File Code: 330

During my absence from the office in Davis, the Acting State Conservationist is delegated all responsibilities and authority for the State Conservationist position, in the following order:

- RaeAnn Dubay, Deputy State Conservationist
- Curtis Tarver, Special Assistant State Conservationist
- Tony Rolfes, State Soil Scientist
- Jon Gustafson, State Resource Conservationist
- Diana Waller, Assistant State Conservationist for Management and Strategy
- Allen Curry, Assistant State Conservationist for Field Operations (Area 2)
- Johnnie Siliznoff, Assistant State Conservationist for Field Operations (Area 3)
- Brandon Bates, Assistant State Conservationist for Programs
- Ernesto De La Riva, State Conservation Engineer
- Jenna Ganoung, State Conservationist for Field Operations (Area 1)
- Jonathan Groveman, Public Affairs and Outreach
- Arnelis Crespo, Acting Assistant State Conservationist for Field Operations (Area 4)

As a reminder, all items requiring my signature must follow the procedure that has been set in place. During telework, items must be placed in the drop box that has been created on the share drive under SET. Please make Marina aware of urgent items requiring signature.

**CARLOS SUAREZ  
OLIVA**

Digitally signed by CARLOS  
SUAREZ OLIVA  
Date: 2024.07.15 16:33:27 -07'00'

CARLOS SUAREZ  
State Conservationist