




**NOTICE OF GRANT AND AGREEMENT AWARD**

1. Award Identifying Number NR228D43XXXXC012	2. Amendment Number	3. Award /Project Period Date of Final Signature - 04/01/2025	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address)  Natural Resources Conservation Service 125 South State Street, Room 4010 Salt Lake City, UT 84138-1100		6. Recipient Organization (Name and Address)  WEBER, COUNTY OF COUNTY ASSESSOR 2380 WASHINGTON BLVD SUITE 320 OGDEN UT 84401-1475  UEI Number / DUNS Number: ULK2ZB2TG6X7 / 073101917 EIN:	
7. NRCS Program Contact  Name: Bronson Smart Phone: (801) 524-4559 Email: bronson.smart@ut.usda.gov	8. NRCS Administrative Contact  Name: KAYLIE ALDERMAN Phone: Email: kaylie.alderman@usda.gov	9. Recipient Program Contact  Name: Ashley Thoman Phone: (801) 399-8056 Email: athoman@webercountyutah.gov	10. Recipient Administrative Contact  Name: Sean Wilkinson Phone: (801) 399-8765 Email: swilkins@webercountyutah.gov
11. CFDA 10.916	12. Authority 16 U.S.C. 1012	13. Type of Action New Agreement	14. Program Director  Name: Gary Myers Phone: 801-399-8771 Email: gmyers@WeberCountyUtah.gov
15. Project Title/ Description: Utaba Rehabilitation Watershed Plan with Weber County, Utah			
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	\$600,000.00	\$0.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$600,000.00	\$0.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$600,000.00
Construction	\$0.00	Other	\$0.00
Total Direct Cost	\$600,000.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$600,000.00
		Total Approved Budget	\$600,000.00

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  Emily Fife State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative  Scott Jenkins Weber County Commissioner	Signature 	Date 7/12/22

### 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 Weber County, hereinafter referred to as the "Sponsor", for the Utaba Rehabilitation project, Weber County, Utah, under the Watershed Rehabilitation Program, Public Law 83-566.

### Objectives

Develop a Watershed Plan-Environmental Assessment (Plan-EA) for the rehabilitation of the Utaba Rehabilitation project in Weber County, Utah.

This agreement currently includes funding for the planning phase and concept design phase adequate enough to develop feasible alternatives and a preferred alternative. 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 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. Reimbursement or advance liquidations will be based on actual expenditures, not to exceed the amount obligated.

1. NRCS shall pay 100 percent of the planning and concept design costs. There is no Sponsor cost-share required.
2. Budget includes the following estimated costs:
  - a. Contractual \$600,000.00 for planning and concept design.
  - b. Planning and Design costs are expenses incurred for surveys and investigations, environmental studies, evaluation of alternatives, and preparation of plans and design prior to the authorization of 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 the NRCS Utah State office.
2. Design must follow the policy set forth in the NRCS National Engineering Manual Part 511. This includes obtaining all necessary permits, land rights, and easements in accordance with the policy directive section 505.36. A U.S. Army Corps of Engineers Permit 404 must be obtained prior to proceeding to construction.
3. The Sponsors will obtain the services of a professional registered engineer, with the concurrence of NRCS, to prepare the design, specifications, and drawings for the construction of the dam. The Sponsors must obtain NRCS review and concurrence on the design, construction plans and specifications.
4. Develop a Quality Assurance Plan (QAP) and operation and maintenance (O&M) plan for the project and submit it for NRCS review and concurrence.
5. Secure all necessary lands rights and permits for completion of the work of improvement prior to moving into construction.
6. Contract for services, as necessary, award and administer any contracts for the installation of the work for the project



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

7. 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.

8. The Sponsor must provide all construction inspection and quality assurance for the project but must allow NRCS to perform periodic progress checks.

9. Notify NRCS of environmental clearance, modification of construction plans, and any unresolved concerns and issues prior to award of any contracts for installation of the work for the project specified in this agreement.

10. 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.

11. Take reasonable and necessary action of all contractual and administrative issues arising out of contracts awarded under this agreement.

12. Upon determination of technical acceptability of the completed work, the Sponsor must assume responsibility for the revised O&M plan as provided by NRCS upon acceptance of designs and in accordance with Title 180, Part 500 of the NRCS Operation and Maintenance Manual and Title 390, Part 505, Subpart B, Section 505.11, of the NRCS National Watershed Program Manual.

13. 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.

14. Comply with the applicable requirements in the attached General Terms and Conditions of this agreement.

15. Ensure that requirements for compliance with environmental and cultural resource laws are incorporated into the construction contract for the works of improvement described in this agreement.

16. 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.

17. 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.

18. 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 Rehabilitation 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 Rehabilitation 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.

19. 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.

20. 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.

21. 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 as outlined in the applicable version of the General Terms and Conditions. Reporting frequency is as follows:

Performance reports: Annual Basis

SF425 Financial Reports: Semi-Annual

B. NRCS will—

1. Review and concur with watershed plan, design, construction plans and specifications, QAP and O&M plan, 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. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement

4. 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 Rehabilitation 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. Complete a Watershed Plan and Environmental Document. The Environmental Document (ED) may be an Environmental Assessment (EA) or Environmental Impact Statement (EIS), as determined through the process. The Plan-ED must follow NRCS Title 390, National Watershed Program Manual (NWPM), Part 505. A preferred alternative will be determined. In addition to robust planning, this will require a roughly 30% design of structural practices as well as sufficient economics to determine the Benefit/Cost ratio.

2. Prepare a final rehabilitation design package and drawings in accordance with standard engineering principles that comply with NRCS programmatic and State Dam Safety 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.

3. Ensure Utah State Dam Safety officials will review design elements before finalization.

4. The sponsor must provide NRCS with documentation of the actual cost incurred for the services acquired.

5. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Notify NRCS of environmental clearance, or any unresolved concerns.

**Resources Required**

As stated in this agreement.

**Milestones**

1. Sponsor solicitation for Planning estimate –July 2022
2. Planning Start – August 2022
3. Project Public Scoping Meeting estimate -Sept 2022
4. Progress Reports - Monthly
5. Preliminary Draft Plan-EA Review -Feb 2023
6. Preferred Alternative Public Meeting -Aug 2023
7. Final Draft Plan-EA – Nov 2023

## 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>