



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR255C16XXXXC016	2. Amendment Number	3. Award /Project Period 09/30/2025 - 10/07/2026	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 771 Corporate Drive, Suite 300 Lexington, KY 40503		6. Recipient Organization (Name and Address) WOODFORD COUNTY KENTUCKY 103 S MAIN ST STE 200 VERSAILLES KY 40383-1249 UEI Number / DUNS Number: PYKNDY492UV3 / 170383350 EIN:	
7. NRCS Program Contact Name: Brian Jones Phone:(859) 224-7373 Email: brian.jones@usda.gov	8. NRCS Administrative Contact Name: JOCELYN PAGAN Phone: (202) 720-6959 Email: jocelyn.pagan@usda.gov	9. Recipient Program Contact Name: Drew Chandler Phone: (859) 873-3170 Email: dchandler@woodfordcountyky.gov	10. Recipient Administrative Contact Name: Melody Traugott Phone: (859)873-3520 Email: mtraugott@woodfordcountyky.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: James Kay Phone: (859) 873-4139 Email: judgekay@woodfordcountyky.gov
15. Project Title/ Description: EWP Home Buyout DSR 21-06-25-5082-010 Spring Flooding in Woodford County, KY for implementation of recovery measures Practices 500 – Obstruction Removal and 342.			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$9,395,452.44	\$2,899,831.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$9,395,452.44	\$2,899,831.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$0.00	Other	\$9,395,452.44
Total Direct Cost	\$9,395,452.44	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$2,899,831.00
		Total Federal Funds Awarded	\$9,395,452.44
		Total Approved Budget	12,295,283.440

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 Eric Allness State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative James Kay Judge Executive	Signature	Date

NONDISCRIMINATION STATEMENT

The USDA's Non-Discrimination Statement is incorporated by reference and can be accessed at the following location: <https://www.usda.gov/non-discrimination-statement>.

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 Woodford County Fiscal Court, hereinafter referred to as the 'Sponsor', for Emergency Watershed Protection (EWP) Program Project #5082 in Woodford County, Kentucky for implementation of recovery measures, that, if left undone, pose an imminent threat 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 EWP Program Buyout project measures to remove flood damaged structures that resulted from the ___5082 – KY Spring 2025 Flooding ___ that created imminent hazards to life and property.

The implementation of EWP Program 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 21-06-25-5082-010 Practices 500 – Obstruction Removal and 342 – Critical Area Planting, and long-term land protection within the KY RIVER WATERSHED in WOODFORD COUNTY, KENTUCKY

PREREQUISITES: Prior to the award of this agreement, Sponsor submitted assurances' statements in accordance with 49 CFR 24.4(a)(1) and will have identified potentially eligible addresses/project areas with the NRCS EWP Program DSR team.

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.

Total Estimated Project Budget: \$12,295,283.44

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, 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, relocation of structure (if applicable), parcel restoration costs, 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, (a.k.a. the URA).

75% NRCS \$8,699,493.00 + 25% Sponsor \$2,899,831.00 = TOTAL FA COST \$11,599,324.00

TECHNICAL ASSISTANCE (TA) COSTS:

Planning, design, contract administration and quality assurance inspections.

100% NRCS: Up to \$695,959.44 Total TA Cost

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 \$695,959.44 for design services, contract administration, 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 to the Sponsor for approved acquisition and on-the-ground construction costs, subject to the above limits. Construction costs are associated with the installation, relocation or demolition of the emergency measures including labor, equipment and materials. Acquisition costs are associated with necessary activities performed as due diligence prior to and including the purchase, recordation and title insurance of the EWP Program Buyout. Allowable costs for property acquisition and structure demolition or relocation projects for EWP Program Buyouts depend on the scope of work in this cooperative agreement. Generally allowable costs for EWP Program 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, title searches, title opinions, bring-downs/title commitment updates, or other title work necessary to determine the current condition of the current property deed.
- 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. *Acquisition of deed restricted lands and any improvements thereon. The valuation basis for the project will be 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. 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).
- h. Environmental phase I assessments (as needed).
- i. *Hazardous building materials assessments (as needed).
- j. *Hazardous-Materials abatement and disposal associated with structures planned for demolition in accordance with federal, state and local regulations.
- k. *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.
- l. Relocation of mobile home or house including the reasonable cost of disassembling, moving and reassembling any appurtenances attached prior such as porches, decks, skirting and awnings; anchoring of the unit; utility hookup charges and foundation preparation to ensure the home is decent safe and sanitary in accordance with the URA. Relocation of mobile home may also include reimbursement for nonrefundable mobile home park entrance fee in some cases. See URA 49 CFR 24.301(g)(11).
- m. *Conservation practice measures necessary to restore the property to fulfill the EWP program objectives and meet the terms of the prescribed deed restriction(s) and this agreement.
- n. Quality control/inspection activities during construction.

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 beyond reasonable utility reconnection for a relocated dwelling; installation of 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 showing evidence of past contamination as indicated on a Phase I environmental assessment, that would require abatement of the soil, water or other natural resources in and around the property itself to ensure a successful restoration. Remediation, remediation plans, environmental clean-up or certification of remediation services are not eligible costs of the program. Note: abatement of hazardous household building materials such as asbestos and lead paint contained within the structure is an acceptable FA cost.
- d. Acquisition of properties that are already permanently deed restricted as open space or have limited land uses similar that already align with EWP Program Buyout objectives.
- e. Subdivided parcels: Lands that will not be deed restricted must be removed from the appraisal valuation basis and are non-allowable costs. However, boundary surveys to delineate restricted vs. non-restricted lands may be allowable costs.
- f. 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.).
- g. 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.).

h. Permits, permit fees, licenses or certifications needed by professionals to implement the emergency measures.

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

a. Engineering costs for developing a project site plan (e.g. designs that include construction drawings and specifications, operation and maintenance plan, quality assurance/inspection plan, engineer's cost estimate, etc.).

b. Contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, developing solicitations, holding public information meetings, communications with buyout participants, 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 EWP Program emergency 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). 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 (e.g. eligible moving expenses, rental assistance payments, etc.) for displaced persons (e.g. tenants as defined by 49 CFR 24.2(a)) 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). See also 49 CFR §24.205

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 or equivalent and provide a copy to NRCS for programmatic eligibility review.

11. All appraisals must comply with the URA and Uniform Standards of Professional Appraisal Practice (USPAP). Appraisals must also be consistent with NRCS Appraisal Specifications and Statement of Work, provided by NRCS government representative. Appraisal basis valuation date (i.e. current Fair Market Value or pre-disaster FMV) shall be determined by the NRCS State Conservationist with coordination and input from the Project Sponsor.

12. Obtain Technical Appraisal Reviews consistent with the 49 CFR 24 and NRCS Technical Appraisal Review Specifications and Statement of Work, provided by NRCS government representative.

13. 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. 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 to prevent duplicating federal assistance payments. Perform calculations including any reductions for federal benefits already received by participant, and provide a summary of, and supporting documentation for, the Offer of Just Compensation in accordance with 49 CFR 24. The offer calculation summary should include an approved appraisal, the supporting technical appraisal review, any other federal benefits received by the applicant for the same disaster and intended purpose as the EWP Program Buyout 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 applicable, procure boundary surveys in accordance with state property boundary survey standards for any parcels that will be sub-divided or where it is necessary to ascertain property and construction limits or determine any potential encroachments between adjacent parcels.

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 EWP Program emergency measures prior to construction. Costs related to permits are the Sponsor's responsibility and are 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; bring-down services or title commitment updates; closing, settlement and recording services; relocation advisory assistance 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 upgrades 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. Separate itemization of FA and TA costs are required on form "Request for Advance or Reimbursement" (form SF-270).

20. Must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the Sponsor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. 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 by warranty deed, subject to a deed restriction approved by NRCS.

22. Record property warranty deed with NRCS approved deed restriction appended to document acquisition of title for the acquired properties. Provide copy of recorded deed/deed restriction and any settlement statements/HUD-1 closing 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, moving expense receipts, application fee/credit check fee receipts, etc.) associated with rental assistance payments or eligible moving expenses. Submit supporting documentation and any summaries of benefits for displaced persons to NRCS for record-keeping purposes.

24. Prepare and send Explanation of Federal Benefits Received statements to all participants that receive funding through the EWP Program 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. Contact your NRCS point of contact for a copy of the "Explanation of Federal Benefits Statement" template for use.

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 and estimated quantities and values. The Plan of Operations shall be reviewed and concurred in by NRCS prior to commencement of construction.

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 EWP Program emergency measures.
- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP Program emergency measures.
- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP Program emergency measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP Program emergency 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(s) will not be reimbursed by NRCS without a Technical Appraisal Review and concurrence of the appraisal(s).

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 and cannot assist with remediation activities associated with the land or surrounding natural resources.

29. Procure Hazardous Building Material Assessment Reports as needed to assess hazmat 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. Sponsor must submit proof of utility disconnection to NRCS point of contact. 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. 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 activities performed; technical on-site inspections of work accomplished for the period; future 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 construction inspection, quality control and 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 completed and installed in accordance with contractual requirements.

36. For payment requests, provide a completed "Request for Advance or Reimbursement" (form SF-270) with all documentation to support the request to the NRCS Program/Technical Contact. 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 Federal Financial Report (SF-425) under this award or final payment is received, whichever is later. Payments will not be processed during the time the SAM registration is expired. Processing will only occur when the SAM registration is active.

38. 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 EWP Program 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 EWP 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 EWP Program and an NRCS approved deed restriction on the property;
- b. Declaration that the project Sponsor will be responsible for all operation and maintenance activities and costs for 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 is 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 U.S. citizens, lawful residents and qualifying, eligible, voluntary participants. Note: Unlawful residents may still be eligible for relocation assistance advisory services 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 EWP Program Deed Restriction Template. Minor formatting changes or changes to align with local requirements are allowable; however, modifications to the language that impacts the overall intent of the EWP Program Deed Restriction Template can only be made with prior approval from NRCS State Conservationist in consultation with their regional Office of General Counsel. The NRCS State Conservationist must review and concur each property deed restriction prior to NRCS authorizing closing for a 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 reductions for landowners or properties that received Federal benefits the meet the same intended purpose as the EWP Program Buyout for the same disaster event.

43. 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)). Landowners/parcels that do not meet program eligibility criteria must be informed in writing that the emergency buyout measure will not be pursued at this time.

44. Offer of Just Compensation: For each property identified for acquisition, the project Sponsor shall document a property's value based on the sponsor's approved appraisal as indicated by a Technical Appraisal Review . Properties appraised for the EWP Program Buyout option will use either current fair market value or pre-disaster date fair market value at the discretion of the NRCS State Conservationist in coordination with the project Sponsor. Once a decision has been made to proceed with current or pre-disaster date valuations, the Sponsor must apply the same valuation method throughout the project area. Deductions for any duplication of benefits shall be included in the offer price and the final offer shall be documented in a separate "Offer of Just Compensation" summary, to be provided to the NRCS POC.

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

46. Submit reports 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: Quarterly SF425 Financial Reports: Quarterly

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 NRCS State Conservationist (STC) in consultation, as necessary, with their local regional Office of General Counsel, 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 (reference 49 CFR 24).

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 EWP Program 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 EWP Program 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. See EWP Program Buyouts Process Flowchart and EWP Program Buyouts Sponsor Checklist for more details. Note: some tasks may run concurrently with others.

2. Prepare and submit deed restriction sample for review and concurrence by NRCS State Conservationist 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 require approval by the Office of General Counsel and could cause significant delays in the process.

3. For large project areas (to be determined by the State Conservationist): Develop outreach plan, announce formal public information meeting. For small projects or single address buyout projects, an informal informational meeting will suffice.

4. Execute outreach plan, hold public informational meeting within 60 calendar days of Sponsor agreement execution date. Provide "Acknowledgement of Voluntary Participation" document to potentially eligible landowners and collect signed copies from interested landowners in accordance with requirements in 49 CFR 24. In addition to acknowledgement, collect landowner proof of citizenship, Provide NRCS point of contact (POC) list of potentially eligible voluntary participants and their respective addresses and contact information within 10 calendar days of informational meeting.

5. Prepare solicitation packages and solicit for title due diligence, Phase I environmental assessments, boundary surveys (as needed) and appraisals and appraisal technical reviews. Consult NRCS POC for Appraisal and Technical Appraisal Review template statements of work/specifications. Review and modify as needed NRCS appraisal specifications and technical appraisal review specifications to meet project requirements, and state and local regulations. Note: Sponsors wishing to buyout trailer parks or commercial properties will need to work with an appraiser and technical appraisal reviewer to establish the appraisal problem and develop project specific statements of work and specifications. Submit any drafts to NRCS POC for review and concurrence prior to procuring appraisals for commercial or mobile home parks.

6. Perform necessary title and environmental due diligence. Review preliminary title commitments, environmental phase I assessments, determine citizenship status of landowners, determine displaced persons/# of households impacted. Perform boundary surveys (as needed) to identify any easements, boundary discrepancies, construction limits, subdivide the parcel, delineate access routes, or resolve other property boundary issues related to obtaining a clear title according to the Sponsor's land acquisition requirements. Submit copies of preliminary title commitments or equivalent to NRCS for programmatic review of parcel eligibility. Submit copies of Phase I Environmental Assessment (or equivalent) executive summaries and title commitments (or equivalent title work) to NRCS point of contact for programmatic review of parcel eligibility. Submit any survey files, maps, GIS shapefiles, or equivalent to NRCS POC.

7. Notify participants of appraisal process and send invitation to accompany the appraiser during the property walk-thru.

8. Perform appraisals and technical appraisal reviews. Communicate any revisions or suggested changes from technical appraisal review to appraiser. Appraiser must address any revision requests and Sponsor must verify that required revisions were completed as needed.

9. 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 any changes to the appraised value.

10. 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.

11. Determine tenants eligible for relocation assistance payments and provide relocation advisory services including conducting displaced person interviews to identify replacement housing in accordance with URA. Perform other relocation assistance advisory services to eligible persons within project area in accordance with URA requirements.
12. Send 90-day notices to tenants for properties with accepted offers. Inspect any displaced persons replacement dwellings to ensure they meet the definition of decent, safe, and sanitary in accordance with 49 CFR 24. Provide any rental or downpayment assistance payments to eligible displaced persons with proof of new lease or sale contract for replacement decent, safe and sanitary dwelling.
13. Track documentation, and issue payments for any eligible 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. Sponsor must submit supporting documentation for reimbursement of eligible displaced person relocation benefits. Note: Payments may be made up to 12 months beyond the date of closing. See 49 CFR 24 for exceptions to this rule. Agreement must remain open and active in order to reimburse sponsor for any displaced person benefits within that time period.
14. Sponsor shall review and clear title according to their local and state requirements to procure a Warranty Deed on the subject property. Send final draft of Warranty Deed and property specific deed restriction to NRCS POC for review and concurrence by NRCS State Conservationist within 10 calendar days prior to closing. Address any needed revisions to deed restriction prior to closing, if applicable.
15. Notify landowner and any occupants of closing date, clear building in accordance with URA and local and state regulations. Perform final property inspection to ensure occupants, pets, and belongings are removed prior to closing.
16. Secure closing services and coordinate closing(s) with landowner(s) and recordation of Warranty Deed and title deed restriction. Ensure any outstanding taxes, utilities, mortgages, etc. are settled prior to closing. Record documents within 7 days after closing date. Provide copies of recorded deed, deed restriction, and closing statement/HUD-1 in order to liquidate any funds advances. Secure site for safety.
17. Prepare and submit demolition and restoration plans to NRCS POC. Contact your NRCS POC for copies of existing conservation or construction practice specifications and to coordinate on demolition plan development. Submit final plans to NRCS POC for review and concurrence.
18. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP Program emergency 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.
19. Perform hazardous building materials assessment to determine hazardous materials that need abatement or special handling during demolition activities. Complete utility disconnects for closed properties and provide copy of disconnection notices to NRCS POC.
20. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 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.
21. Notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP Program emergency measures. All modifications to the acquisition plan and design plans and specifications shall be reviewed and concurred on by NRCS.
22. Manage construction/demolition/hazmat abatement (if applicable) and restoration contract in accordance with approved NRCS designs and specifications, and all local, state and federal regulations. If applicable, perform any eligible relocation activities including any replacement site work in accordance with local, state and federal regulations and 49 CFR 24. Provide construction inspection in accordance with the QAP. Stabilize site for erosion.
23. 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. Upon completion of the emergency measures, the Sponsor shall assume responsibility for operations and maintenance.

24. 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 (if applicable) that the project was installed in accordance with approved plans and specifications.

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

26. Provide an explanation of benefits to all participants that received funds for the buyout or relocation assistance. Contact NRCS POC for an example explanation of benefits letter template for consideration and use.

27. 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. Copy of the Offer of Just Compensation calculation/summary;
- h. Date structure was removed from property;
- i. Copies of Explanation of Benefits Statements issued to any participants of funds from the EWP Program Buyout;
- j. 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>

ANTI-HARASSMENT PROVISION

USDA will not tolerate harassment or assault within the agency or at awardee organizations, field sites, or anywhere USDA programs are conducted. Individuals can notify USDA of concerns about harassment affecting an FPAC-funded project. The person who reports the concern will receive an automated response acknowledging receipt. Notification may be done anonymously.

If threatened or assaulted, individuals need to immediately try to remove themselves from the assault/threat and contact 911 once you are able to. Once the situation is safe, notify the USDA-FPAC Homeland Security Division at FPAC PhysicalSecurity@usda.gov and either your supervisor (USDA employees) or the appropriate USDA program contact (contractors and cooperators).

The USDA established the Anti-Harassment Program to prevent workplace harassment, any form of unwelcome, persistent, and unsolicited verbal, non-verbal, written, or physical conduct that is offensive and could alter the affected individual's terms and conditions of employment and mitigate harm to any employee subjected to conduct that is or could develop into harassment or bullying. FPAC employees, contractors, volunteers, and those under formal partnership agreements performing work on behalf of USDA with FPAC, may report harassment matters to sm.fpac.anti-harassmentcomplaints@usda.gov.