



United States Department of the Interior

BUREAU OF RECLAMATION

Great Plains Region
P.O. Box 36900
Billings, Montana 59107-6900

Roger
Stuebel

IN REPLY REFER TO:

GP-3700
ADM-13.00

JUL 31 2003

RECEIVED

AUG 05 2003
DEPARTMENT OF
NATURAL RESOURCES

Mr. Roger Patterson
Director
Nebraska Department of Natural Resources
301 Centennial Mall South
Lincoln, NE 68509-4676

Subject: Agreement No. 03FC601826 for Improved Hydrologic Data Collection Systems for
Drought Monitoring.

Dear Mr. Patterson:

A fully executed copy of the subject agreement is enclosed for your records. Funds in the amount of \$238,000.00 are hereby reserved to cover payment of all earning under this agreement for the period of fiscal year 2003. It is to be expressly understood that the Government has no obligation to provide funds in addition to those reserved in writing.

If you have any questions regarding the technical aspect of the agreement, please contact Jack Wergin at 308-389-4622, extension 209. Questions regarding the administration may be directed to Rae Ottenbreit at 406-247-7782.

Sincerely,

Leatha Frost
Grants and Cooperative Agreements Officer

Enclosure

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

ASSISTANCE AGREEMENT

1. AGREEMENT NUMBER 03FC601826		2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT State													
4. ISSUING OFFICE (NAME, ADDRESS) Bureau of Reclamation P.O. Box 36900 Billings, MT 59017-6900			5. RECIPIENT (NAME, ADDRESS, TELEPHONE) Nebraska Department of Natural Resources 301 Centennial Mall South Lincoln, NE 68509-4676 Phone (402) 471-2363 DUNS #: 808819889 EIU 47-0491233														
6. ADMINISTRATIVE POINT OF CONTACT (NAME, ADDRESS, TELEPHONE, E-MAIL) Rae Ottenbreit Grants & Cooperative Agreements Specialist Bureau of Reclamation, Great Plains Regional Office P.O. Box 36900 Billings, Mt 59107-6900 Phone: (406) 247-7782 Fax: (406) 247-7695 rdottenbreit@gp.usbr.gov			7. RECIPIENT PROJECT MANAGER (NAME, ADDRESS, TELEPHONE, E-MAIL) Roger Patterson, Director Nebraska Department of Natural Resources 301 Centennial Mall South Lincoln, NE 68509-4676 Phone (402) 471-2366 Fax (402) 471-2900 Email: rpatterson@dnr.state.ne.us														
8. TECHNICAL REPRESENTATIVE (NAME, ADDRESS, TELEPHONE, E-MAIL) Jack Wergin, Hydraulic Engineer Bureau of Reclamation, Nebraska-Kansas Area Office P.O. Box 1607 Grand Island, NE 68802-1607 Phone: (308) 389-4622, x209 Fax: (308) 389-4780 E-mail: jwergin@gp.usbr.gov			9. EFFECTIVE DATE See Block # 17a														
			10. COMPLETION DATE December 31, 2005														
11. PROGRAM STATUTORY AUTHORITY Reclamation States Emergency Drought Relief Act of 1991, P.L. 102-250, 106, Stat. 53, as amended.																	
12. FUNDING INFORMATION			13. REQUISITION NUMBER														
<table border="1"> <thead> <tr> <th></th> <th>RECIPIENT/OTHER</th> <th>RECLAMATION</th> </tr> </thead> <tbody> <tr> <td>TOTAL AMOUNT OF AGREEMENT</td> <td>\$</td> <td>\$ 238,000</td> </tr> <tr> <td>AMOUNT OF FUNDS OBLIGATED</td> <td>\$</td> <td>\$ 238,000</td> </tr> <tr> <td>COST SHARE RATIO</td> <td>63%</td> <td>37%</td> </tr> </tbody> </table>				RECIPIENT/OTHER	RECLAMATION	TOTAL AMOUNT OF AGREEMENT	\$	\$ 238,000	AMOUNT OF FUNDS OBLIGATED	\$	\$ 238,000	COST SHARE RATIO	63%	37%	N/A		
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			14. ACCOUNTING AND APPROPRIATION DATA \$200,000 A10-1327-0009-001-GP-N2 (9) \$ 20,000 A10-1327-0009-001-GP-N3 (9) 411C 6B30200 \$ 18,000 A10-1327-0009-001-GP-N4 (9)														
15. PROJECT TITLE AND BRIEF SUMMARY OF PURPOSE AND OBJECTIVES OF PROJECT Improved Hydrologic Data Collection Systems for Drought Monitoring -																	
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient BY <u>Roger K. Patterson</u> DATE <u>July 18, 2003</u>			17a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Bureau of Reclamation BY <u>[Signature]</u> DATE <u>7-29-03</u>														
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER (Type or print) Roger K. Patterson, Director Nebraska Department of Natural Resources			17b. NAME OF GRANTS AND COOPERATIVE AGREEMENTS OFFICER Questions on administration may be directed to: Kimball Banks (406) 247-7710														

DOCUMENTS INCORPORATED HEREIN BY REFERENCE:

APPROVED

AS TO FORM & CONTENT
BY NEBR LEGAL COUNSEL

[Signature] 7/16/03

**Cooperative Agreement
Between
The Bureau of Reclamation
and
The Nebraska Department of Natural Resources
for
Improved Hydrologic Data Collection Systems for Drought Monitoring**

I. AUTHORITY

This Cooperative Agreement (agreement) is entered into between the United States of America, acting through the Department of Interior, Bureau of Reclamation, hereinafter referred to as "Reclamation", and the Nebraska Department of Natural Resources, hereinafter referred to as "Nebraska DNR", pursuant to the Section 105 (a), Assistance for Drought-Related Planning in Reclamation States, Title I - Drought Program, and Section 203(c), Drought Levels, of Title II - Drought Contingency Planning, of the Reclamation States Emergency Drought Relief Act of 1991, (P.L. 102-250, 106, Stat. 53, as amended), to improve the hydrologic data collection systems and water supply forecasting techniques to provide more accurate and timely warning of potential drought conditions and drought levels.

II. BACKGROUND AND OBJECTIVE

Drought is a normal feature of Nebraska's climate, and the State is vulnerable to significant economic losses and environmental degradation resulting from each occurrence. In 2000 and 2002, severe drought affected many parts of the state, and agricultural losses were estimated at over \$1 billion each year. Currently drought conditions are monitored by a collaborative effort of the State's Climate Assessment Response Committee (CARC), the University of Nebraska at Lincoln's Cooperative Extension Service, the High Plains Regional Climate Center (HPRCC), and the National Drought Mitigation Center (NDMC). These agencies work together to monitor the development and progression of droughts so that a timely response by the State can be coordinated. In spite of these efforts, the early detection capability and the ability to monitor drought severity are both in need of further improvement.

The years 1999-2002 were specifically dry in Nebraska and the effects continued into early 2003. Reduced water supplies have increased the importance of managing this resource with greater precision and equity. All water use (including groundwater use) in the basin must be managed efficiently. Currently there is a need for additional water measurement, monitoring, and metering equipment in order to best manage this limited resource. These additional water measurement capabilities will provide the Nebraska DNR with opportunities to monitor declining aquifer levels, establish an emergency allocation program, coordinate groundwater use to improve long

term stream baseflows, and increase the confidence level in the data used to make essential water management decisions.

The purpose of this agreement is to provide a mechanism for Reclamation to provide technical and financial assistance through the Reclamation States Emergency Drought Relief Act to the Nebraska DNR for activities to improve the hydrological data collections systems in order to expand drought monitoring capabilities and to increase confidence levels in water management decisions. Expanding the hydrological data collection systems will also ensure that these limited water resources are used efficiently and according to current local, state, and federal regulations.

III. PUBLIC BENEFIT

Development of improved hydrologic data collection systems throughout the State will provide benefits to individual irrigators (both groundwater and surface water), irrigation districts, natural resource districts, recreationists, and other local, state, and federal agencies. By improving these data collection systems, the Nebraska DNR will have an increased confidence level when making important water management decisions, which in turn will increase the public's confidence that water is managed in accordance with state and federal regulations, interstate compacts, and in the public's best interest.

Increased and more accurate and timely stream flow data will allow the Nebraska DNR to more effectively administer surface water appropriations and protect storage releases while in transit to the diversions dams. This equipment will also assist Reclamation and Irrigation Districts to schedule reservoir releases in a more timely and efficient manner. Individual irrigators will benefit by knowing how much water is applied to fields, which will improve planting decisions such as choice of crops and varieties, adjusting of irrigated acreage to match available water allocations, and improved irrigation scheduling.

IV. STATEMENT OF WORK

A. The Nebraska DNR shall:

1. Utilize an amount not to exceed \$200,000 of FY03 Federal funds for the purchase of flowmeters that will be installed in the Republican River Basin. The Nebraska DNR will be reimbursed a maximum of 50% of the costs of each meter purchased through this agreement.
2. Utilize an amount not to exceed \$18,000 of FY03 Federal funds for costs of additional remote monitoring equipment that will be installed at existing gaging stations in the Republican River Basin.
3. Utilize an amount not to exceed \$20,000 of FY03 Federal funds for costs of computer hardware, software, and real time data downlink equipment to process streamgaging and weather information in a real time fashion.
4. Insure that any equipment is installed, operated, and maintained according to the manufacturer's recommendations.

B. Reclamation will:

1. Provide funding assistance not to exceed \$238,000 for the purchase of flowmeters, remote monitoring equipment, computer hardware and software, and other equipment covered under this agreement.
2. Provide technical assistance for the installation of equipment acquired under terms of this agreement.
3. Address National Environmental Policy Act (NEPA) requirements for activities covered by this agreement.
4. Provide a Grant and Cooperative Agreement Officer's Representative (GCAOR) to coordinate this agreement.

V. TERMS OF THE AGREEMENT

A. IMPLEMENTATION

This agreement becomes effective on the date shown in Block 17a of Form 7-2277, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement and shall remain in effect until December 31, 2005.

B. MODIFICATIONS

Any changes to this agreement shall be made by means of a written modification. Reclamation may make changes to the agreement by means of a unilateral modification to deal with administrative matters, such as changes in address, no-cost time extensions, the addition of previously agreed upon funding, or deobligation of excess funds at the end of the agreement. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR 12.83 or 43 CFR 12.961, as applicable.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the Grants and Cooperative Agreements Officer (GCAO), shall be allowed in any manner or degree to modify or otherwise effect the terms of the agreement.

All requests for modification of the agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GCAO. Any request for project extension shall be made at least 45 days prior to the expiration date of the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

C. ENFORCEMENT

In accordance with 43 CFR 12.83 or 43 CFR 12.962, as applicable, if the Nebraska DNR materially fails to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, Reclamation may take one or more of the following actions as appropriate:

1. Temporarily withhold cash payments pending correction of the deficiency by the Nebraska DNR or more severe enforcement action by the awarding agency;
2. Disallow (deny both use of funds and any matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Nebraska DNR's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

D. TERMINATION

In accordance with 43 CFR 12.84 or 43 CFR 12.961, as applicable, and except as provided for in the Enforcement Provision, above, this agreement may be terminated in whole or part only as follows:

1. By Reclamation with the consent of the Nebraska DNR in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
2. By the Nebraska DNR upon written notification to Reclamation, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, Reclamation determines that the remaining portion of the award will not accomplish the purposes for which the award was made, Reclamation may terminate the award in its entirety under either the Enforcement Provision or paragraph 1 of this Provision.

VI. REPORTING REQUIREMENTS AND DISTRIBUTION

Failure to comply with the reporting requirements contained in this agreement may be considered

a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards.

A. FINANCIAL REPORTS – All financial reports shall be signed by an Authorized Certifying Official of the Nebraska DNR.

1. SF-269 or SF-269a Financial Status Report – This form is utilized to report total expenditures for the reporting period. The SF-269 must be used if the Nebraska DNR is accountable for the use of program income; otherwise, the SF-269a may be used.

An original and two copies of this form shall be submitted semi-annually within 30 days following the reporting period.

A final SF-269 or SF-269a shall be submitted within 90 days following completion of the agreement.

2. SF-272, Report of Federal Cash Transactions - This report shall be submitted by the Nebraska DNR if they choose to draw down cash advances by means of electronic funds transfer or Treasury check. The Nebraska DNR shall identify in the ‘Remarks’ section the amount of cash advances received in excess of 3 days prior to disbursement and explain actions taken to reduce excess balances.

An original and two copies of this form shall be submitted on a semi-annual basis within 15 days following the end of the reporting period.

B. PROGRAM PERFORMANCE REPORTS

1. Interim Reports – The Nebraska DNR shall submit an original and two copies of program performance reports on a semi-annual basis within 30 days following the end of the reporting period. Program performance reports shall contain the following:

- (a) A comparison of actual accomplishments with the goals and objectives established for the reporting period;
- (b) Where project output can be quantified, a computation of the cost per unit of output;
- (c) When appropriate, reasons why goals and objectives were not met; and
- (d) Other pertinent information including, when appropriate, analysis and

explanation of cost overruns or high unit costs.

2. Annual Reports – An original and two copies of an annual program performance report shall be submitted within 90 days following the end of each year of the agreement. Copies of this report may be required to be included with any application for continuing support of the agreement.

3. Final Report – An original and two copies of the final program performance report shall be submitted no later than 90 days following expiration or termination of the agreement.

C. SIGNIFICANT DEVELOPMENTS

During the term of the agreement, the Nebraska DNR must immediately notify the GCAO if any of the following conditions become known:

1. Problems, delays or adverse conditions which will materially impair their ability to meet the objectives of the agreement;
2. Favorable developments which enable the Nebraska DNR to meet time schedules and objectives sooner than or at less cost than projected or to produce more beneficial results than originally planned.

D. REPORT DISTRIBUTION

Copies of reports shall be distributed as follows:

	GCAO (Block 6, Page 1)	GCAOR (Block 8, Page 1)
Financial Reports	2	1
Performance Reports	1	2
Significant Developments	2	1

VII. PAYMENT POLICY

Acceptance of a financial assistance agreement from Reclamation creates a legal responsibility on the part of the Nebraska DNR to use the funds and property provided in accordance with the terms and conditions of the agreement. Reclamation has a reversionary interest in the unused balance of funding and in any funds improperly applied.

Payments to the Nebraska DNR are made in accordance with the basic standards and methods stated in the payment regulations at 43 CFR 12.61 or 43 CFR 12.922, as applicable to this agreement. These requirements are intended to minimize the time elapsing between the transfer

of funds from the Federal government and the disbursement of these funds by the Nebraska DNR.

Payment will be made in advance or by reimbursement as follows:

A. ADVANCE PAYMENT – The Nebraska DNR shall be paid in advance provided (1) they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and their disbursement by the recipient, (2) they comply with reporting requirements for timely submission of cash disbursement and cash balance reports, and (3) they impose these same standards on subrecipients.

Advances to the Nebraska DNR shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the agreement. The timing and amount of cash advances shall be as close as administratively feasible (generally no more than 3 days) to actual disbursements for direct program costs and the proportionate share of allowable indirect costs.

B. REIMBURSEMENT – Reimbursement shall be the preferred method of payment when a recipient (1) does not meet the requirements for advance payment stated above; (2) does not have financial management systems that meet the standards in 43 CFR 12.60 or 43 CFR 12.921, as applicable; or (3) has been converted to payment restrictions for non-compliance with the terms and conditions of the agreement. Reimbursement is also the preferred method of payment for agreements involving construction.

VIII. PAYMENT METHOD

A. ELECTRONIC FUNDS TRANSFER (EFT) – In accordance with the Debt Collection Improvement Act of 1996, 331 CFR part 208, effective January 2, 1999, all Federal payments to recipients must be made by EFT unless a waiver has been granted in accordance with 31 CFR 208.4. Reclamation utilizes the Automated Clearinghouse (ACH) Vendor Express payment system for EFT. Whether funds are paid in advance or as a reimbursement, the actual payment will be made through Vendor Express. Vendor Express allows the Government to transfer funds to recipient's financial institution along with explanatory information regarding the payment.

B. ENROLLMENT – Upon award, the Nebraska DNR will receive a copy of the SF-3881, ACH Vendor/Miscellaneous Payment Enrollment Form. This form is required to implement the Vendor Express system and to notify Reclamation of any change or corrections to financial institution information.

C. REQUESTING PAYMENTS – Requests for advance or reimbursement may be made by the following methods:

1. SF-270, Request for Advance or Reimbursement – On a monthly basis, Nebraska DNR may submit an original and two copies of a properly certified SF-270 form to the address identified in Block 6, page 1 of the 7-2277 form. For advance payments, this form may be submitted on a monthly basis, at least two weeks prior to the date on which funds are required, and on the basis of expected disbursements for the succeeding month and the amount of Federal funds already on hand. Requests for reimbursement may be submitted on a monthly basis. Requested funds are delivered to the recipient via ACH Vendor Express. This form is available on the internet at <http://www.whitehouse.gov/omb/grants/index.html>.

2. SF-271, Outlay Report and Request of Reimbursement for Construction Programs – The SF-271 shall be used for construction agreements paid by the reimbursement method, letter of credit, electronic funds transfer, or Treasury check advance, except where the advance is based on periodic requests from the recipient, in which case the SF-270 shall be used. This request may be submitted on a quarterly basis, but no less frequently than on an annual basis. The Nebraska DNR may submit an original and two copies of a properly certified SF-271 form to the address identified in Block (6), page 1, of the 7-2277 form. The SF-271 form is available on the internet at <http://www.whitehouse.gov/omb/grants/index.html>.

3. Automated Standard Application for Payments (ASAP) – The Nebraska DNR may utilize the Department of Treasury ASAP payment system to request advances or reimbursements. ASAP is a recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. Once a request is made through ASAP, funds are provided to the recipient either through ACH or Fedwire. Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>. Upon award, you will be provided with information regarding enrollment in the ASAP system.

IX. PAYMENTS

Upon execution of this agreement and receipt of Standard Form (SF) 270, Request of Advance or Reimbursement of Funds, Reclamation will transfer funds not to exceed \$238,000 to the Nebraska DNR for expenses incurred for improvement in the hydrologic data collection system for monitoring drought. All payments will be made to the Nebraska DNR by Reclamation through electronic fund transfer and in accordance with 43 CFR 12.61. The required SF270 will be sent to the following address:

Bureau of Reclamation
Attn. Jack Wergin
P.O. Box 1607
Grand Island, NE 68802
Phone: 308-389-4622, ext. 209
Fax: 308-389-4780
e-mail: jwergin@gp.usbr.gov

X. FUNDS AVAILABLE FOR PAYMENT

The Government's obligation under this agreement is contingent upon the availability of appropriated funds from which payment for agreement purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the GCAO for this agreement, and until the Nebraska DNR receives notice of such availability, to be confirmed in writing to the Recipient by the GCAO.

Pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all commonly known as Reclamation Law, funds for payment under the first year of this agreement are included in the fiscal year 2003 Energy and Water Development Appropriation Act, Public Law 108-7. Funding for any optional year of the agreement is contingent upon subsequent Congressional funding.

XI. REIMBURSABLE COSTS AND LIMITATIONS

A. The Nebraska DNR shall provide all personnel, services, facilities, equipment, materials and supplies, and perform all travel which may be necessary and appropriate for the proper performance of this agreement. Costs so incurred will be paid for as provided herein. Reclamation's obligation to provide funding to the Nebraska DNR for costs incurred in these connections shall be limited to the Nebraska DNR's direct and indirect costs associated with this agreement. All such direct and indirect costs must be determined to be allowable under the regulations contained in 48 CFR Subpart 31.2 or an OMB Cost Principle Circular, as applicable, which are incorporated herein through the General Provisions of this agreement.

B. The Nebraska DNR shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report.

C. Reclamation shall not be obligated to provide funding to the Nebraska DNR and the Nebraska DNR shall not be obligated to continue performance under the agreement or to

incur costs in excess of the costs set forth in the annual project budget unless the GCAO has furnished the Nebraska DNR a modification to increase the available funding for the agreement.

XII. BUDGET REVISIONS

The Nebraska DNR shall follow the requirements at 43 CFR 12.70(c) or 43 CFR 12.925, as applicable, when making revisions to budget and program plans. Additionally, approval shall be requested for transfers of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.

XIII. PROCUREMENT STANDARDS

When utilizing Federal funds for the procurement of supplies and other expendable property, equipment, real property, and other services under this agreement, the Nebraska DNR shall utilize the Procurement Standards set forth at 43 CFR 12.76 or 43 CFR 12.940 -12.948, as applicable. The Nebraska DNR may be required to submit evidence that its procurement procedures are in compliance with the standards stated therein. Additional guidance for contracting with small and minority firms, and women's business enterprises is included in the General Provisions section of this agreement.

XIV. PROPERTY STANDARDS

All property, equipment and supplies acquired by the Nebraska DNR with Federal funds shall be subject to usage, management, and disposal in accordance with the Property Standards at 43 CFR 12.72 - 12.73, or 43 CFR 12.930 - 12.937, as applicable.

XV. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Nebraska DNR or a subrecipient, the Nebraska DNR shall furnish and shall require subrecipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

XVI. AUDIT

The Nebraska DNR is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process

is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.htm>.

XVII. INDEMNIFICATION

The Nebraska DNR shall indemnify and hold the United States of America harmless from any and all losses, damages, liability on account of personal injury, death, or property damage, or claim for personal injury, death, or property damage of any nature whatsoever and by whomsoever made, arising out of activities of the Nebraska DNR, its employees, or agents under this agreement.

XVIII. NEBRASKA DNR'S PROJECT MANAGER

The Nebraska DNR's Project Manager for this agreement shall be:

Roger Patterson, Director
Nebraska Department of Natural Resources
301 Centennial Mall South
Lincoln, NE 68509-4676
Phone: 402-471-2366
Fax: 402-471-2900
e-mail: rpatterson@dnr.state.ne.us

XIX. KEY PERSONNEL

The Nebraska DNR's key personnel and administrative point of contact for this agreement is:

Steve Gaul, Division Head, Nat. Res. Planning and Assistance
Nebraska Department of Natural Resources
301 Centennial Mall South
Lincoln, NE 68509-4676
Phone: 402-471-3955
Fax: 402-471-2900
e-mail: sgaul@dnr.state.ne.us

In accordance with 43 CFR 12.70(d)(3) or 43 CFR 12.925, as applicable, the Nebraska DNR shall request prior approval from Reclamation before making any changes in the key personnel identified above.

XX. GRANT AND COOPERATIVE AGREEMENT OFFICER'S REPRESENTATIVE (GCAOR)

The GCAOR for this agreement will be:

Jack Wergin
Bureau of Reclamation
P.O. Box 1607
Grand Island, NE 68802-1607
Phone: 308-389-4622, ext. 209
Fax: 308-389-4780
e-mail: jwergin@gp.usbr.gov

The GCAOR is authorized to act only on technical matters during the term of this agreement. The GCAOR and the Nebraska DNR's Key Personnel shall work closely to insure that all requirements of the agreement are being met. The GCAOR's responsibilities include, but are not limited to, the following:

- A. Assist the Nebraska DNR concerning the accomplishment of the tasks described in the agreement;
- B. Provide information to the Nebraska DNR which assists in the interpretation of the tasks; and
- C. Review, and where required, approve reports and information to be delivered to the Government.

Technical assistance must be within the general scope of the agreement. The GCAOR does not have the authority to and may not issue any technical assistance which:

- A. Constitutes an assignment of additional work outside the general scope of the agreement;
- B. In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or
- C. Changes any of the expressed terms, conditions, or specifications.

XXI. BUDGET

Hydrologic Data Collection Systems Estimate

Project	Reclamation Funding	State and/or local funding (including in-kind services)	Total Funding
Flowmeters	\$200,000	\$360,000	\$560,000

Remote monitoring	\$ 18,000	\$ 20,000	\$ 38,000
Computer and Software	\$ 20,000	\$ 20,000	\$ 40,000
	=====	=====	=====
Total	\$238,000	\$400,000	\$638,000

XXII. GENERAL PROVISIONS

This agreement is subject to, and in accordance with, the following rules, regulations, exhibits and provisions:

- A. Reclamation’s General Provisions are incorporated and made part of this agreement.
- B. The Nebraska DNR may subcontract for activities as may be necessary under this agreement.
- C. Reclamation shall not be a party to or be obligated in any manner by subcontracts entered into between the Nebraska DNR and other parties except as otherwise provided by federal law.
- D. The Nebraska DNR is the responsible authority regarding the settlement and satisfaction of all subcontractual and administrative issues arising out of subcontracts and procurement awarded by the Nebraska DNR in support of this agreement.

XXIII. PROPERTY STANDARDS - REAL PROPERTY

In accordance with 43 CFR 12.71 or 43 CFR 12.932, as applicable, if real property is acquired in whole or in part under this agreement, it shall be subject to the following regulations:

- A. Title - Title to real property acquired under this agreement shall vest upon acquisition in the Nebraska DNR or Subrecipient, shall be used for the originally authorized purpose of the project as long as it is needed, and shall not be disposed of or encumbered without Reclamation approval.
- B. Disposition - When the real property is no longer needed for the originally authorized purpose, the Nebraska DNR or Subrecipient shall request disposition instructions from Reclamation. The instructions shall provide for one of the following alternatives:
- C. Transfer - The Nebraska DNR may be permitted to transfer the property to another Federally-sponsored project if the Nebraska DNR determines that the property is no longer needed for the purpose of the original project. Use in other projects or programs shall be limited to those with have purposes consistent with those authorized for support by the Department of the Interior.

D. Retention of Title - The Nebraska DNR may be allowed to retain the title after compensating Reclamation for that percentage of the current fair market value of the property attributable to the Federal government's financial participation in the project.

E. Sale of Property - The Nebraska DNR may be directed to sell the property under guidelines provided by Reclamation, and to compensate Reclamation in an amount calculated by applying Reclamation's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fix-up expenses. When the Nebraska DNR is directed to sell the property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

F. Transfer of Title - The Nebraska DNR may be directed to transfer title to Reclamation or to an eligible third-party. The Nebraska DNR shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

I N D E X

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GENERAL PROVISIONS

1. Regulations and Guidance

The regulations at 43 CFR, Part 12, Subparts A - F are hereby incorporated by reference as though set forth in full text. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by 43 CFR Part 12, are also incorporated by reference and made a part of this agreement. Failure of a recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support. Copies of OMB Circulars are available on the Internet at <http://www.whitehouse.gov/OMB/circulars/index.html>. The implementation of the circulars at 43 CFR Part 12 is available at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.

a. **Agreements with colleges and universities shall be in accordance with the following circulars:**

Circular A-21, revised August 8, 2000, "Cost Principles For Educational Institutions"

Circular A-110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

Circular A-133, revised June 24, 1997, "Audits of States, Local Governments, and Non-Profit Organizations"

b. **Agreements with State and local governments shall be in accordance with the provisions of the following circulars:**

Circular A-87, as amended August 29, 1997, "Cost Principles for State, Local, and Indian Tribal Governments"

Circular A-102, as amended August 29, 1997, "Grants and Cooperative Agreements with State and Local Governments" (Grants Management Common Rule, Codification by Department of Interior, 43 CFR 12)

Circular A-133, revised June 24, 1997, "Audits of States, Local Governments, and Non-Profit Organizations"

c. **Agreements made with nonprofit organizations shall be in accordance with the following circulars and provisions:**

Circular A-110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

Circular A-122, revised May 19, 1998, "Cost Principles for Non-Profit Organizations"

Circular A-133, revised June 24, 1997, "Audits of States, Local Governments, and Non-Profit Organizations"

d. **All agreements with organizations other than those indicated above shall be in accordance with the basic principles of OMB Circular A-110, and cost principles shall be in accordance with 48 CFR Subpart 31.2 titled "Contracts with Commercial Organizations" which is available on the Internet at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.**

2. Assurances Incorporated by Reference

The provisions of the Assurances SF 424B or SF 424D, as applicable, executed by the Recipient in connection with this agreement shall apply with full force and effect to this agreement as if fully set forth in these General Provisions. Such Assurances include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

3. Covenant Against Contingent Fees

The recipient warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the recipient for the purpose of securing agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4. Contracting with Small and Minority Firms, and Women's Business Enterprises

It is a national policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

a. The grantee and subgrantee shall take all necessary affirmative steps to assure that minority firms, and women's business enterprises are used when possible.

b. Affirmative steps shall include:

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

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

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

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

(5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in b.(1) through (5) above.

5. Notice Regarding Buy American Act

Please be advised of the following: It is and has been the sense of the Congress, unless revoked by a future specific Act of Congress, that, to the greatest extent practicable, all equipment and products purchased with funds made available through this agreement should be American-made.

6. Resolving Disagreements

When entering into a cooperative agreement with a recipient, Reclamation commits itself to working with the recipient in a harmonious manner to achieve the objectives of the project successfully. When disagreements arise between the parties, they must be resolved according to the procedures discussed below:

a. Reclamation shall attempt first to resolve disagreements with the recipient through informal discussion among the Grants or Contract Specialist, the Program Officer, and the recipient's Project Director.

b. If the disagreement cannot be resolved through informal discussion between these parties, the Grants Specialist and the Program Officer shall document the nature of the disagreement and bring it to the attention of the Grants Officer.

c. After reviewing the facts of the disagreement, as presented by the Grants and Program Offices, the Grants Officer will arrange a formal meeting. If agreement still cannot be reached, the parties will collectively decide on any varied approaches which might be used to resolve the disagreement. The parties shall be responsible for their individual expenses related to any approach utilized to resolve the disagreement. If attempts at resolving the disagreement fail, the Chief, Acquisition and Assistance Management Services, or the Regional Director, whichever is applicable, shall make a decision which shall be final and conclusive.

d. Nothing herein shall be construed to delay or limit Reclamation's right to take immediate and appropriate action, as set forth at 43 CFR Subpart 12.83 or 12.962, as applicable, in the event of material noncompliance by the recipient, and no attempts at informal resolution shall be necessary.

Any post award issue will be open for resolution in accordance with the above procedures, with the exception of disagreements regarding continuation of the agreement (termination must be in accordance with 43 CFR 12), or other matters specifically addressed by the agreement itself.

7. Lobbying Restrictions

In accordance with the annual Energy and Water Development Appropriations Act, please be advised that it is and has been the sense of Congress that none of the funds appropriated by this Act may be used in any way, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This provision shall remain in effect unless revoked by a future specific act of Congress.

8. Certifications

The following certifications are incorporated by reference and made a part of this agreement:

Certifications Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-free Workplace Requirements and Lobbying (DI-2010)

Special Provisions

9. Endorsement of Commercial Products and Services

In accordance with 43 CFR 12.2(d), this provision applies to grants and cooperative agreements whose principal purpose is a partnership where the recipient contributes resources to promote agency programs, publicize agency activities, assists in fund-raising, or provides assistance to the agency. If the agreement is awarded to a recipient, other than a State government, a local government, or a federally-recognized Indian tribal government, and the agreement authorizes joint dissemination of information and promotion of activities being supported, the following provision shall be made a term and condition of the award:

Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau of employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to any subrecipient, except for a subaward to a State government, a local government, or to a federally-recognized Indian tribal government.

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED July , 2003	Applicant Identifier
3. DATED RECEIVED BY STATE July , 2003	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION <i>Application</i> <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	<i>Preapplication</i> <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction
---	---

5. APPLICANT INFORMATION

Legal Name Nebraska Dept. of Natural Resources	Organizational Unit Planning & Assistance Division
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Address (give city, county, state, and zip code) 301 Centennial Mall South, P.O. Box 94676 4th Floor, State Office Building Lincoln, NE 68509-4676	Name and telephone number of the person to be contacted on matters involving the application (give area code) Steve Gaul (402) 471-3955
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6. EMPLOYER IDENTIFICATION NUMBER (EIN): 47 - 0491233 Duns # 808819882	7. TYPE OF APPLICATION (enter appropriate letter in box) A A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify)
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8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es): <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify):	9. NAME OF FEDERAL AGENCY: U.S. Bureau of Reclamation
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10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 15 - B B O TITLE: <i>RECLAMATIONS STATES EMERGENCY DROUGHT RELIEF</i>	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Improved Hydrologic Data Collection Systems for Drought Monitoring - Involves purchase of flow meters, purchase of remote monitoring systems for gaging stations and computer hardware, software and real time data downlink equipment to process streamgaging information in a real time fashion.
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12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.) State of Nebraska	13. PROPOSED PROJECT: Improved Hydrologic Data Collection Systems for Drought Monitoring
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14. CONGRESSIONAL DISTRICTS OF: Nebraska 1, 2 and 3	a. Applicant	b. Project
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15. ESTIMATED FUNDING:	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal \$ 238,000 .00	a. YES, THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE _____
b. Applicant \$ 400,000 .00	b. NO, <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372
c. State \$.00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
d. Local \$.00	
e. Other \$.00	
f. Program Income \$.00	
g. TOTAL \$ 638,000 .00	

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> YES If "Yes," attach an explanation <input checked="" type="checkbox"/> NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DUL AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Typed Name of Authorized Representative Roger K. Patterson	b. Title Director	c. Telephone Number (402) 471-2363
d. Signature of Authorized Representative <i>Roger K. Patterson</i>		e. Date Signed July 18, 2003

APPROVED
FORM & CONTENT
LEGAL COUNSEL

Standard Form 424A
BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Reclamation States Emergency Drought Relief	15-BBO	\$	\$	\$ 238,000	\$	\$
2.						
3.						
4.						
5. Totals		\$	\$	\$ 238,000	\$	\$

SECTION B - BUDGET CATEGORIES

Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	Reclamation States (1) Emergency Drought Relief	(3)	(4)	(4)	
a. Personnel	\$	\$		\$	
b. Fringe Benefits					
c. Travel					
d. Equipment	233,000				233,000
e. Supplies	5,000				5,000
f. Contractual					
g. Construction					
h. Other	1				
i. Total Direct Charges (sum of 6a-6h)					
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$
7. Program Income	\$ 238,000	\$	\$	\$	\$ 238,000

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Standard Form 424A (Rev. 4-92)
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Reclamation States Emergency Drought Relief	\$ 186,000	\$	\$ 214,000	\$ 400,000	
9.					
10.					
11.					
12. TOTAL (sum of lines 8 - 11)	\$	\$	\$	\$	
SECTION D - FORECASTED CASH NEEDS					
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
13. Federal	\$ 40,000	\$ 78,000	\$ 60,000	\$ 60,000	
14. Non-Federal	25,000	120,000	125,000	130,000	
15. TOTAL (sum of lines 13 and 14)	\$ 65,000	\$ 198,000	\$ 185,000	\$ 185,000	
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
(a) Grant Program					
16. Reclamation State Emergency Drought Relief	\$ 238,000	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of line 16 - 19)	\$ 238,000	\$	\$	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges					
22. Indirect Charges:					
23. Remarks:					

Explanation of In-Kind Contributions – Nebraska Department of Natural Resources –
Reclamation States Emergency Drought Relief Application

The applicant and other sources contribution listed for Section C Nonfederal Resources of the Budget Information portion of Standard Form 424A comes to a total of \$400,000. That total comes from the following sources:

(1) Applicant cash cost-share through appropriation	\$ 78,000
(2) Applicant cash cost-share through Environmental Trust	\$ 68,000
(3) Applicant staff time in administering, purchasing and setting up real time flow equipment (in-kind not cash)	\$ 40,000
(4) Other sources – landowner cost-share on meters	\$214,000
	TOTAL \$400,000

Other Cost-Share Not Counted \$ 59,900 (Rough Estimate)
(Natural Resources Districts provide administration of grant funds and check meters – very rough guess is that it may run 10% of cost for meters)

NDNR administration of grant \$ 5,000

Other Cost-Share Not Counted – Expenditures in April 1, 2003 to June 30, 2003 Time Period

In the April 1 to June 30, 2003 time period state matching funds of \$287,245.76 were matched with landowner contributions of the same amount for a total of \$574,491.52. This large expenditure was made prior to the irrigation season to provide meters for that crucial period. It also accounts for the small amount of grant funding requested for the first fiscal quarter – since there is likely to be little installation during the irrigation season. Originally, it was expected that the federal grant would apply retroactively to this amount, as match however there is sufficient matching funding to meet the stated percentages without this amount.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown. Additional sheet should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by program.

Lines 1-4, Columns (c) through (g)

For *new applications*, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (c), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For *continuing grant program applications*, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in Columns (e) and (f) the amounts of funds needed for the upcoming period. The

amount(s) in Column (g) should be the sum amounts of Columns (c) and (f).

For *supplemental grants and changes* to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (c) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (c) and (f).

Lines 5--Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) and through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4. Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i--Show the totals of Lines 6a to 6h in each column.

Line 6j--Show the amount of indirect cost.

Line 6k--Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns 9e) and (f) on Line 5.

Line 7--Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or

State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12-Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

Section D. Forecasted Cash Needs

Line 13-Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14-Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15-Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19-Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant application, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20-Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21-Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22-Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23-Provide any other explanations or comments deemed necessary.

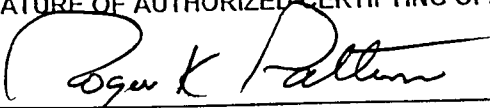
ASSURANCES - NONCONSTRUCTION PROGRAMS

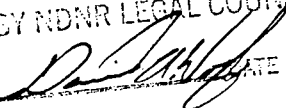
Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs(s) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable timeframe after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3 et seq.), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental

- Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act (16 U.S.C. 469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction of rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Director
APPLICANT ORGANIZATION Nebraska Department of Natural Resources	DATE SUBMITTED July , 2003

APPROVED
AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL
 DATE 7/16/03

SF-424B (4/92) Bac
Prescribed by OMB Circular A-10
OMB Approval No. 0348-004

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of the Interior Form 1954 (DI-1954). (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12).

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 16. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters -
Primary Covered Transactions**

CHECK ___ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE

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

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK ___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees in the event of a violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees; and
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected employee;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to each employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (e), and (f).

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

Place of Performance (Street address, city, county, state, zip code)

Nebraska Department of Natural Resources

301 Centennial Mall South, P.O. Box 94676

Lincoln, NE 68509-4676

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

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the conviction is for a minor offense.

(This form consolidates
DI-1954, DI-1956 and
DI-1957)

Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000; A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT

CHECK IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN

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

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

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

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

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Roger K. Patterson

TYPED NAME AND TITLE

Roger K. Patterson, Director

DATE

July 18, 2003

44a
(This form consolidates OI-1953,
OI-1956 and

APPROVED

AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL

[Signature] DATE 7/18/03