

State: Texas
Watershed: Trinity – Pilot Grove

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

PROJECT AGREEMENT

THIS AGREEMENT, made this **12th day of January, 2010**, by and between, Collin County Soil and Water Conservation District (CCSWCD) and Collin County (CC), State of Texas and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of the Flood Control Act of 1944, Public Law 78-534, as amended, and Public Law 111-5, American Recovery and Reinvestment Act of 2009 (the Recovery Act) (CFDA No. 10.916), the Sponsor and the NRCS agreed to a watershed plan for the above watershed, which provides for installation of certain works of improvement.

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the CCSWCD, CC and NRCS do hereby agree as follows:

- A. It is agreed that the following-described work, including vegetating, is to be constructed at an estimated cost of \$605,000.00.

Floodwater Prevention Dam, Trinity – Pilot Grove Watershed, Site 28: The work will consist of repairing extensive slope slides throughout the embankment and repairing the wave berm for wave protection for an estimate cost of \$605,000.00.

- B. CCSWCD and/or CC will:

1. Secure all landrights and permits necessary for completion of the work described in Section A. Certify landrights have been obtained by providing a completed copy of form NRCS-ADS-78, Assurances Relating to Real Property Acquisition.
2. Accept all financial and other responsibility for excess costs resulting from its failure to obtain, or its delay in obtaining, adequate land and water rights, permits, and licenses needed for the work described in Section A.
3. Designate an individual to serve as liaison between the CCSWCD, CC and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to the State Administrative Officer or his designated representative.
4. Review and approve the final drawings and specifications for the work described in Section A.
5. Comply with applicable requirements in Attachment A to this Agreement.

6. The CCSWCD will upon determination of technical acceptability of the completed works of improvement, assume responsibility for operation and maintenance for all works of improvement in accordance with the Operation and Maintenance Agreement and in coordination with Collin County as per the existing O&M Agreement.
7. Register with Central Contractors Registration at www.ccr.gov.

C. NRCS will:

1. Provide 100 percent of the total project costs required to install the works of improvement described in Section A. This cost to NRCS is estimated to be \$605,000.00.
2. Contract for the construction of the planned measures described in Section A in accordance with Federal Acquisition Regulations.
3. Identify the project by its unique Recovery Act accounting data in all on-line reporting programs.
4. Provide for appropriate oversight of the contract for contractor's compliance with the Recovery Act.
5. Provide authorized technical assistance, including but not limited to obtaining basic information; preparation of drawings, designs and specifications; and performance of layout, inspection services, contract administration; and quality assurance during performance of the work.
6. Arrange for and conduct final inspection of the completed works of improvement with the CCSWCD and CC to determine whether all work described in Section A has been performed in accordance with contractual requirements. Accept work from the contractor and notify the CCSWCD and CC of acceptance.

D. It is mutually agreed that:

1. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
2. This agreement may be amended by written amendment as mutually agreed by both parties.
3. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the CCSWCD and CC has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the CCSWCD and CC in writing of the determination, reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the CCSWCD and CC.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the CCSWCD and CC is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement if it is evident that a termination is pending.

5. The program or activities conducted under this agreement will be in compliance with nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

**Collin County Soil and Water
Conservation District**

This action authorized at an official meeting
of the Collin County SWCD on the

By: *A. E. August* 1st day of September 2009,
Title: chairman at McKinney, State of Texas.
Date: 11-4-09 *[Signature]*
(Signature) Secretary
(Title)

Collin County

This action authorized at an official meeting
of the Collin County Commission Court on the

By: *Keith A. Self* 4th day of January 2010,
Title: County Judge at McKinney, State of Texas.
Date: 1/5/10 *Georgia Shepherd*
(Signature) Administrative Secretary
(Title)

**United States Department of Agriculture
Natural Resources Conservation Service**

By: Donald W. Gohmert

Title: State Conservationist

Date: JAN 13 2010