

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

Statement of Work

WHEREAS, under the provisions of the Watershed Protection and Flood Prevention Act of 1954, Public Law 83-534, as amended and 16 U.S.C. 590(a), (CFDA No. 10.904, Watershed Protection and Flood Prevention) the Sponsors 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 Sponsors and NRCS do hereby agree as follows:

It is agreed that the following-described work including the Sponsor's in-kind credit, includes rehabilitated and vegetation of Site 2A at an estimated cost of \$4,635,000.00.

- A. Floodwater Prevention Dam, East Fork Above Lavon (EFAL) Watershed, Site 2A, Collin County, Texas: The work will consist of major dam rehabilitation work near McKinney, Texas. The project will comprise of excavation, earth fill, conduit abandonment, laying of pipe, drain fill placement, rock rip-rap placement, geotextile and Geogrid placement, cast-in-place concrete structures, fencing, and articulated concrete block installation for an estimated construction cost of \$4,485,000.00.
- B. City of McKinney will:
1. Provide 35 percent of the total project costs required to install the works of improvement described Section A, plus cost that would exceed federal maximum responsibility of 100 percent of the construction cost. This cost to the Sponsor is estimated to be \$1,622,250.00.

All or a portion of the aforementioned funds may be provided by means of in-kind contribution. The NRCS and Sponsor agree to amend the Memorandum of Understanding, dated October 22, 2009 for the following services and the maximum in-kind credit values are as shown below:

Construction:	\$1,472,250.00
Landrights:	\$ 145,000.00
Administration:	\$ 5,000.00
Total:	\$1,622,250.00

The Sponsor shall provide NRCS with documentation of the actual cost incurred for the services for determination of final credit values.

The Sponsor shall provide advance payment on the estimated construction costs (1,472,250.00) prior to NRCS award of a construction contract. The advance is required for obligation. The NRCS will return any funds that exceed the Sponsor's 35 percent cost share upon completion of the construction project.

2. Secure all landrights and permits necessary for completion of the work described in above. Certify landrights have been obtained by providing a completed copy of form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of real property rights is required.
3. Designate an individual to serve as liaison between the Sponsor 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. Complete and return SF 424 "Application for Federal Assistance", and SF 424C "Budget Information – Construction Programs", attached.
6. Comply with applicable requirements in SF 424D "Assurances – Construction Programs" attached. Return signed and dated SF 424D with your Application.
7. Complete and return AD 3030 "Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants, attached.
8. Comply with Attachment A – Special Provisions, attached.
9. Upon determination of technical acceptability of the completed works of improvement, assume responsibility for Operation and Maintenance Agreement in accordance with the current Memorandum of Understanding (MOU), dated October 22, 2009.
10. Upon completion of the construction provide Operation and Maintenance in accordance with the EFAL Work Plan, Supplement VIII, dated September 13, 2010 and the MOU, as amended by this agreement.

C. Collin County Soil and Water Conservation District will:

Provide Operation and Maintenance in accordance with the Operation and Maintenance agreement dated April 8, 1959 as amended April 16, 1959.

D. NRCS will:

1. Provide 65 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 \$3,012,750.00.
2. Contract for the construction of the planned measures described in Section A in accordance with Federal Acquisition Regulations.
3. 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.

4. Arrange for and conduct final inspection of the completed works of improvement with the Sponsors 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 Sponsors of acceptance.

E. 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 Sponsors has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsors 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 Sponsors.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsors 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.
6. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

End of SOW