

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

COOPERATIVE AGREEMENT - LOCALLY AWARDED CONTRACT

THIS AGREEMENT is between the City of Yucaipa, hereinafter called the **Sponsor**; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called **NRCS**.

WITNESSETH THAT:

WHEREAS, under the provisions of 33 U.S.C. 2203, as amended, 7 CFR Part 624, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection (EWP) measures to relieve hazards and damages created by the Station Fire of August 2009.

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

- A. **It is agreed** that the following described work is to be constructed at an estimated cost of \$160,000.00.

This work includes the installation of approved exigency EWP measures for Pendleton Fire including approximately 2,440 lineal feet of k-rail and 500 sand bags, at locations and in accordance with Damage Survey Report 01-09-2960.

- B. **The Sponsor will:**

- 1. Provide **25 percent** of the cost of the construction described in Section A through cash contribution and/or in-kind services approved in this agreement.

Be allowed 5 percent of the final cost of construction for in-kind services, toward the Sponsor's cost share. In-kind services approved are for providing Engineering services needed for preparation of contract specifications, drawings, and inspection and oversight of approved work for local contracts administered by the Sponsor to complete this work.

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2. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
3. The contract for performing the work described in Section A will not be awarded to the Sponsor, or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
5. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and 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 Sponsor.
6. This agreement may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.
7. 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.

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CITY OF YUCAIPA

By: _____
 Title: Mayor
 Date: _____

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

By: _____
 Title: State Conservationist
 Date: _____

Attest