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BOARD OF SUPERVISORS

AGENDA

September 15, 2010

6:00 P.M.

CALLED MEETING OF THE  
RUSSELL COUNTY BOARD OF SUPERVISORS

6:00 P.M.                      CALL TO ORDER

***Business:***

1. "Approval of an Agreement between the Russell County Board of Supervisors and the Natural Resources Conservation Service, United States Department of Agriculture, in the amount of \$19,960.00, to remove wood debris from Russell County streams."
2. Adjournment

UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT  
LOCALLY LED CONTRACTING

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **RUSSELL COUNTY** called the **Sponsor** and the **Contracting Local Organization (CLO)**; and the **Natural Resources Conservation Service, United States Department of Agriculture**, called **NRCS**.

**WITNESSETH THAT:**

**WHEREAS**, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection (EWP) Program, and Title IV of the Act of 1978, Public Law 95-334, 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 Sponsors agree to install emergency watershed protection measures to relieve hazards created by the December 2009 Snow Storm.

**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 followings described work is to be performed at an estimated construction cost of \$19,960.00.

Description of Work: Remove watershed impairments caused by the December 2009 Snow Storm that are creating a serious threat to life and property. Typical actions include the removal of woody debris blockages from stream channels and disposal of blockage materials to suitable areas. The design and installation of EWP measures are detailed in the individual damage survey reports (DSRs) listed below.

<u>DSR No.</u>	<u>Description of Work</u>	<u>Estimated Cost</u>
RUS001	Remove woody debris	\$3,120.00
RUS002	Remove woody debris	\$1,204.00
RUS003	Remove woody debris	\$1,204.00
RUS004	Remove woody debris	\$2,252.00
RUS005	Remove woody debris	\$1,504.00
RUS006	Remove woody debris	\$1,520.00
RUS007	Remove woody debris	\$6,004.00
RUS008	Remove woody debris	\$3,152.00

**B. The Sponsor will:**

1. Provide 25 percent of the cost of constructing the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be \$4,990.00.
2. Provide in-kind contribution for contract administration and inspection services. The value of the in-kind contribution is estimated to be \$1,996.00. The Sponsor will retain records to support costs incurred by the Sponsor equal to the amount of the in-kind contribution. The in-kind contribution will be a credit towards their 25% cost share of installation cost.
3. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans will be reviewed and approved by a Professional Engineer registered in the State of Virginia, prior to submittal to NRCS.
4. Prepare all contractual documents and contract for the work measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations.
5. The following individual is designated as the liaison between the Sponsor and NRCS:  
  
Name/Title: Jess Powers, Russell County Emergency & Hazardous  
Materials Coordinator  
Address: P.O. Box 997, Lebanon, VA 24266  
Telephone No.: 276.889.8247
6. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition.
7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
8. Comply with the applicable requirements in *Attachments A and B* to this agreement.
9. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement.
10. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns

prior to award of the contract(s) for construction of the emergency watershed protection measures.

11. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
12. Pay the contractor as provided in the contract(s). Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement. The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in Section A of this agreement.
13. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. NRCS will obtain this information from you after execution of the agreement.
14. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source selection and evaluation and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses.
15. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
16. Arrange for and conduct final inspection of completed emergency watershed protection measures. Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement.
17. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance.
18. Be responsible for all administrative expenses necessary to arrange for and carry out the emergency watershed protection measures described in Section A. These administrative matters include, but shall not be limited to, facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
19. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United

States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

**C. NRCS will:**

1. Provide 75 percent of the cost of constructing the emergency watershed protection measures described in Section A, and the agreed to amount for providing in-kind services. This cost to NRCS is estimated to be \$14,970.00 for the construction and \$1,996.00 for the services. Reimbursement by NRCS will not exceed \$16,966.00. This estimated maximum reimbursement will be reduced proportionately if the accepted "low bid" comes in below the estimated construction cost listed in Section A. Any increased cost to NRCS must be approved by NRCS before expenses are incurred.
2. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor; and provide advice and counsel as needed.
3. Review and concur with construction plans as identified in Section B. of this agreement.
4. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement.
5. Be available to conduct progress checks and participate in final inspections.
6. The following individual is designated as the contact between the Sponsor and NRCS.

Name: Blaine Delaney, EWP Coordinator  
Address: USDA-NRCS, 1606 Santa Rosa Road, Suite 209, Richmond,  
VA 23229-5014  
Telephone No.: 804.287.1663

**D. It is mutually agreed that:**

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 60 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by November 30, 2010.
2. The contracts for design services and construction 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.

3. The NRCS signatory official to this agreement may make adjustments in the estimated cost to NRCS set forth in C.1 for emergency watershed protection measures described in Section A. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated costs and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment is to change the cost sharing assistance to be provided by NRCS.
4. In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A. are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
5. This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
6. 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.
7. 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.
8. 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.
9. 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.
10. Any commenced work described in Section A prior to execution of this agreement is not eligible for NRCS cost-share assistance.
11. Employees of the sponsors shall participate in efforts under the agreement solely as representatives of the sponsors and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

- 12. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employers, or otherwise serve or hold themselves out as representatives of the sponsors. They also shall not assist the sponsors or any member of the sponsors with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the sponsors or any member of the sponsors, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.

Russell County Board of Supervisors

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

This action authorized at an official meeting of the  
 Russell County Board of Supervisors on the  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
 \_\_\_\_\_, State of Virginia.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

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

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_