

Part 506 - Exhibits

Subpart C – Watershed Agreements

506.31 Rehabilitation Project – Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (MOU)

between the

NATURAL RESOURCES CONSERVATION SERVICE (NRCS)

U.S. DEPARTMENT OF AGRICULTURE (USDA)

and the

[Insert names of Sponsors]

Sponsors for

[Insert name of Project, Dam No. Insert no. of dam]

This MOU is between the USDA, NRCS, and the [Insert name(s) of Sponsors, Sponsoring Local Organizations for this project], hereinafter referred to as Sponsor.

AUTHORITIES, STATUTES, LAWS

The authority of NRCS to enter into this MOU is Section 14 of The Watershed Protection and Flood Prevention Act, 16 U.S.C. Section 1012, as amended by Section 313 of Public Law 106-472. This section authorizes NRCS to provide technical assistance and financial assistance to local project Sponsors for rehabilitation of aging dams constructed under the Watershed Protection and Flood Prevention Act (Public Law 83-566), the Flood Control Act of 1944 (Public Law 78-534), the Pilot Watershed Program, and the Resource Conservation and Development (RC&D) Program.

STATEMENT OF PURPOSE

Previously the NRCS provided technical assistance (TA), financial assistance (FA), or both to the Sponsor for works of improvement known as dam no. **[Insert no. of dam]** in the **[Insert name of project]**. This project was originally authorized and installed under the **[Insert name of program]**. NRCS has determined that this dam is eligible for rehabilitation under the authorities cited above.

According to the project plan and Operation and Maintenance (O&M) agreement for this project, the Sponsor is responsible for the O&M of this dam to assure it will function as designed and constructed. The Sponsor has an interest in extending the service life of the dam and meeting applicable safety and performance standards. The Sponsor recognizes that the process of rehabilitating a dam takes significant advance preparation, and would like to initiate work on specific areas of planning and design of a rehabilitation project.

Although NRCS has the authority to assist the Sponsor with rehabilitation of the dam identified above, NRCS resources cannot be committed to this project at this time. However, NRCS concurs with the Sponsor initiating work on specific areas of planning and design of the rehabilitation project

Federal funds for a particular rehabilitation project will be equal to 65 percent of the total costs of the rehabilitation project, but will not exceed 100 percent of the actual construction

costs incurred in the rehabilitation. Also, the Sponsor will be responsible for acquisition of all land rights and permits. The Sponsor will be responsible for 100 percent of the costs of natural resource rights and local, state, and Federal permitting. The value of non-Federal in-kind contributions can be credited to the Sponsor's 35-percent share of the total eligible project cost.

GOAL

The primary goal of this MOU is to establish a framework under which the Sponsor may proceed with work on specific aspects of the proposed rehabilitation project.

This MOU establishes a basis for cooperation between the parties to define acceptable in-kind contributions for this project. Therefore, the parties pledge to work together with the mutual goal of rehabilitation of this project within the current limits of their respective authorities and available funding.

SCOPE OF MOU

The Sponsor may provide all or a portion of the Sponsor's 35 percent share of the total eligible project cost by providing in-kind contribution of services and land rights acquisition. NRCS and Sponsors agree that the following services and the maximum in-kind credit values may be considered for credit to the Sponsor's share of the total rehabilitation cost of this project:

Land rights acquisition	[Insert \$ value of in-kind contribution]
[Insert name of service performed]	[Insert \$ value of in-kind service]
[Insert name of service performed]	[Insert \$ value of in-kind service]

The Sponsor must provide NRCS with documentation of the actual costs incurred for the services for determination of final credit values. The value of land rights must be determined by a professional land appraiser.

LIMITATIONS

The in-kind credit values shown above will be the maximum to be considered for the above-stated services and land rights (unless later amended and agreed to by both parties).

The technical quality of the services provided shall be concurred with by NRCS prior to in-kind credit being given.

Only services and land rights acquisition provided by the Sponsor after November 9, 2000 (date of enactment of Public Law 106-472) will be credited.

The in-kind credit values will not exceed 35 percent of the total costs of the rehabilitation project described above. The Sponsors will receive no cash reimbursement or credit for in-kind contributions that exceed this amount.

The Sponsors are responsible for the cost of water, mineral and other resource rights, all Federal, State, and local permits, and operation and maintenance; none of which are considered part of the total eligible project cost and none of which shall be credited for the Sponsor's cost-share.

No credit for in-kind contributions will be given for Sponsors' actions normally needed for carrying out their previously assigned responsibilities for this project.

This MOU is not a fund obligating document.

There is no guarantee that funds will be appropriated by Congress for the dam rehabilitation project described in this MOU.

There is no guarantee that, if funds are appropriated by Congress, the dam rehabilitation project described in this MOU will be given any priority for completion by NRCS.

There is no guarantee that, if the dam rehabilitation project described in this MOU is selected as a NRCS priority rehabilitation project, the alternatives currently considered by the Sponsor will be the recommended or selected alternative.

Determination of the final amounts to be credited shall be at the sole discretion of NRCS.

All actions taken and costs incurred by the Sponsor prior to the time of the approval of the rehabilitation plan will be entirely at its own risk. Therefore, there is no guarantee, implied or otherwise, that any services or land rights provided by the sponsor will be credited as an in-kind contribution.

Nondiscrimination Provisions

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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.

TERMINATION

This MOU can be modified or terminated at any time by mutual consent of both parties or can be terminated by either party giving 60 days written notice to the other party.

By: _____

Title: State Conservationist Date: _____

Insert Name(s) of Sponsor(s)

By: _____

Title: _____ Date: _____