

ESTADO LIBRE ASOCIADO DE PUERTO RICO
GOBIERNO MUNICIPAL AUTÓNOMO DE HUMACAO
LEGISLATURA MUNICIPAL
HUMACAO, PUERTO RICO

CERTIFICACIÓN

Yo, LESLIE A. RIVERA GONZÁLEZ, Secretaria Interina de la Legislatura Municipal de Humacao, Puerto Rico, por la presente **CERTIFICO**:

Que la que se acompaña es copia fiel y exacta de la **Resolución Núm. 58, Serie 2011-12**, la cual fue aprobada por la Legislatura Municipal de Humacao, Puerto Rico, en Sesión Extraordinaria celebrada el día 17 de mayo de 2012.

VOTACIÓN

VOTOS AFIRMATIVOS:

1. Honorable Julio C. Burgos Gutiérrez
2. Honorable Carmen Carrillo Arzuaga
3. Honorable Olga del Moral Sánchez
4. Honorable Roberto Díaz Díaz
5. Honorable Francisco Díaz Jaime
6. Honorable Luis E. "Gardy" Fontáñez
7. Honorable José Á. González Hernández
8. Honorable Grace Napolitano Matta
9. Honorable Ciary Pérez Peña
10. Honorable Ángel G. Rodríguez Medina
11. Honorable Miguel Rodríguez Vega
12. Honorable Narciso J. Rodríguez Velázquez
13. Honorable Daniel Santiago Rojas
14. Honorable Héctor Sepúlveda Ramos
15. Honorable Víctor M. Velázquez Casillas
16. Honorable Willie A. Rosario Arroyo- Presidente

EN CONTRA:

Ninguno

AUSENTE:

Ninguno

ABSTENIDO:

Ninguno

CERTIFICO CORRECTO:

Leslie A. Rivera González
LESLIE A. RIVERA GONZÁLEZ
SECRETARIA INTERINA

Sello Oficial

ESTADO LIBRE ASOCIADO DE PUERTO RICO
GOBIERNO MUNICIPAL AUTÓNOMO DE HUMACAO
LEGISLATURA MUNICIPAL
HUMACAO, PUERTO RICO

Proyecto Núm. 63
Resolución Núm. 58

Serie 2011-2012

Presentada por: Administración.

“PARA AUTORIZAR AL ALCALDE DEL MUNICIPIO AUTÓNOMO DE HUMACAO, A ENTRAR EN UN ACUERDO DE COLABORACIÓN CON EL SERVICIO DE CONSERVACIÓN DE RECURSOS NATURALES (NRCS, POR SUS SIGLAS EN INGLÉS) DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS CON EL OBJETIVO DE REALIZAR TRABAJOS DE LIMPIEZA Y DRAGADO EN EL RIO CANDELERO (RÍO LA YUCA) DEL BARRIO CANDELERO ARRIBA DE HUMACAO; Y PARA OTROS FINES.”

POR CUANTO: La Ley Número 81 del 30 de agosto de 1991, según enmendada, mejor conocida como Ley de Municipios Autónomos del Estado Libre Asociado de Puerto Rico, en su Artículo 2.001, incisos (i) y (r), respectivamente, dispone que los municipios podrán:

(i) “Aceptar y recibir donaciones en bienes y servicios de cualquier agencia pública del gobierno central y del gobierno federal, así como de cualquier persona natural o jurídica y administrar y cumplir con las condiciones y requisitos a que estén sujetas tales donaciones.”

(r) “Contratar con cualquier agencia pública y con cualquier persona privada, natural o jurídica, para el desarrollo, administración y operación conjunta, coordinada o delegada de facilidades para la prestación de servicios públicos y para la construcción, reparación y mantenimiento de facilidades municipales.”

POR CUANTO: El Servicio de Conservación de Recursos Naturales (NRCS, por sus siglas en inglés) del Departamento de Agricultura de los Estados Unidos de América, administra el Programa de Protección de Emergencia de Cuencas Hidráulicas (EWP, por sus siglas en inglés), cuya misión es responder a situaciones de emergencia creadas por desastres naturales.

POR CUANTO: El EWP está diseñado para ayudar a conservar los recursos naturales mediante la mitigación de peligros inminentes para la vida

y la propiedad, causados por las inundaciones, incendios, tormentas y otros sucesos naturales.

POR CUANTO: El Artículo 216 de la Ley del Programa de Emergencia de Protección de Cuencas Públicas, Ley Pública 81-516 y el Título IV de la Ley de Crédito Agrícola de 1978, Ley Pública 95-334, disponen que el NRCS está autorizado a asistir al Patrocinador (en este caso el Municipio de Humacao) en el alivio de los peligros creados por los desastres naturales que causan una alteración súbita de las cuencas hidrográficas.

POR CUANTO: NRCS podrá contribuir con hasta el 75 por ciento del costo de construcción como medida de emergencia. El 25 por ciento restante debe provenir de fuentes locales y pueden ser en forma de servicios, en efectivo o bienes.

POR CUANTO: Las lluvias torrenciales acaecidas en la última temporada de huracanes, ocasionaron graves daños a la estructura del puente del Río Candelero (Río La Yuca) de Humacao, problemas de erosión, deslizamientos de tierra y otros daños a estructuras residenciales que se encuentran cercanas a la cuenca de este cuerpo de agua.

POR CUANTO: El NRCS y el Municipio Autónomo de Humacao, han estado en conversaciones para realizar trabajos de limpieza y dragado en este cuerpo de agua, cuyo costo total se estima en \$23,400.00, de los cuales el Municipio tendría que aportar la cantidad de \$5,850.00.

POR CUANTO: El Municipio de Humacao está disponible e interesa entrar en un Acuerdo de Colaboración con el NRCS adscrito al Departamento de Agricultura Federal, para la reparación y mitigación de los daños sufridos por el Río Candelero (Río La Yuca) del Barrio Candelero Arriba de Humacao.

POR CUANTO: Se hace necesario para el otorgamiento de este Acuerdo de Colaboración el que esta Legislatura Municipal autorice al Alcalde a firmar dicho acuerdo entre el Departamento de Agricultura de los Estados Unidos y el Municipio Autónomo de Humacao.

POR TANTO: RESUÉLVESE POR LA LEGISLATURA MUNICIPAL DE HUMACAO, PUERTO RICO:

SECCIÓN 1: Se aprueba y autoriza al Alcalde del Municipio Autónomo de Humacao a entrar en un Acuerdo de Colaboración con el Departamento de Agricultura de los Estados Unidos, conforme a los términos y condiciones que las partes estimen convenientes y en cumplimiento con la ley y reglamentación vigente para la Administración de dicho acuerdo.

SECCIÓN 2: El objetivo del aludido acuerdo de colaboración es llevar a cabo trabajos de limpieza y dragado del Río Candelero (Río La Yuca) en el Bo. Candelero Arriba de Humacao.

SECCIÓN 3: El Alcalde o la persona en quien éste delegue representarán al Municipio en el otorgamiento del Acuerdo de Cooperación Mutua, así como en la firma de cualquier otro documento necesario con este fin.

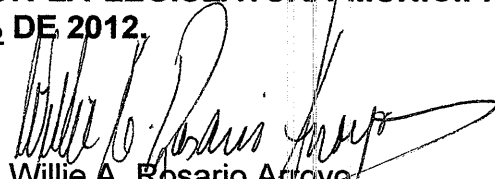
SECCIÓN 4: El Municipio Autónomo de Humacao deberá operar y mantener este acuerdo de conformidad con los términos del Plan de Operación y Mantenimiento establecido con este propósito por un periodo de cinco años.

SECCIÓN 5: Esta Resolución comenzará a regir inmediatamente después de ser firmada por el Alcalde.

SECCIÓN 6: Copia de esta Resolución una vez aprobada será enviada al Administrador Municipal, Oficina de Gerencia de Proyectos, Departamento de Obras Públicas Municipal, Oficina Municipal para el Manejo de Emergencias y Administración de Desastres, Oficina de Finanzas Municipales, Secretaría Municipal, Oficina de Programas Federales y al Servicio de Conservación de Recursos

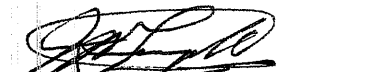
Naturales de los Estados Unidos del Departamento de Agricultura
Federal, para su conocimiento y acción correspondiente.

**APROBADA POR LA LEGISLATURA MUNICIPAL DE HUMACAO, PUERTO RICO,
EL 17 DE mayo DE 2012.**


Willie A. Rosario Arroyo
Presidente


Leslie A. Rivera González
Secretaria Interina

**PRESENTADA ESTA RESOLUCIÓN A MI CONSIDERACIÓN, EL 18 DE MAYO DE
2012 Y FIRMADA POR MÍ, EL 18 DE MAYO DE 2012.**


Marcelo Trujillo Panisse
Alcalde

ESTADO LIBRE ASOCIADO DE PUERTO RICO
GOBIERNO MUNICIPAL AUTÓNOMO DE HUMACAO
LEGISLATURA MUNICIPAL
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Proyecto Núm. 63
Resolución Núm. 58

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ÍNDICE AL APÉNDICE

Copia de Carta del 26 de septiembre de 2011 enviada por el Hon. Marcelo Trujillo Panisse al Sr. Edwin Almodóvar, Director del *Natural Resources Conservation Service* (NRCS, por sus siglas en inglés), Zona del Caribe, solicitando asistencia federal por los daños sufridos en el Río La Yuca

Copia de Carta del 1ero. de febrero de 2012, enviada por el Sr. Edwin Almodóvar, *State Conservationist* del *Natural Resources Conservation Service*, al Hon. Marcelo Trujillo Panisse, Alcalde, informando la aprobación de fondos del Programa de Protección de Emergencia de Cuencas Hidráulicas (EWP, por sus siglas en inglés), para el proyecto localizado en el Barrio Candeleró, Sector La Yuca para limpieza y dragado del río

Borrador del Acuerdo de Colaboración a ser suscrito entre NRCS y el Municipio Autónomo de Humacao

Borrador del Plan de Operación y Mantenimiento para el proyecto de limpieza y dragado del Río Candeleró (Río la Yuca).



September 26, 2011

Sr. Edwin Almodóvar
Director Caribbean Area
Natural Resources Conservation Service
654 Muñoz Rivera Avenue, Suite 604
Hato Rey, Puerto Rico 00918-4129

Dear Mr. Almodóvar:

By this means we are requesting the Federal Assistance under Article 216, Public Law 516, for the restoration of the damages suffered by the Tropical Storm Irene in the Municipality of Humacao Puerto Rico on September 21, 2011.

Due to the torrential rains, Rio La Yuca Humacao came out causing erosion of the land, damages to bridges, landslides and damages to residential structures. Rio La Yuca is located at longitude 65 degrees 50' 13.02"W, and latitude 18 degrees 05'59 68"N, this river crosses near Palmas del Mar in Candelerero Arriba.

We understands as a sponsor of the draft emergency flood protection, that our responsibility includes the acquisition of all the permissions required to build and if necessary for the operations and maintenance of the proposal.

We do not have sufficient funds to provide adequate relief to citizens by the passage of the storm Irene. We understand that as a sponsor of this draft we required to provide a minimum of 25% of the total installation cost as cash or in-kind construction services.

The names, addresses, and telephone numbers of the administrative and technical contact.

Persons in our organization are as a follows:

RUMBO A LA
CELEBRACIÓN
DE LOS
10 AÑOS
DE EXCELENCIA
ADMINISTRATIVA



- Hon. Marcelo Trujillo Panisse
Mayor
Municipality of Humacao
Telephone (787) 852-2000
- José L. Báez Torres
Municipality Office for Emergency Manager
Telephone (787) 285-1133
Fax (787) 285-3262

For any additional information that you might need in assessing our request,

Sincerely,

A handwritten signature in black ink, appearing to read 'Marcelo Trujillo Panisse'. The signature is written in a cursive, flowing style.

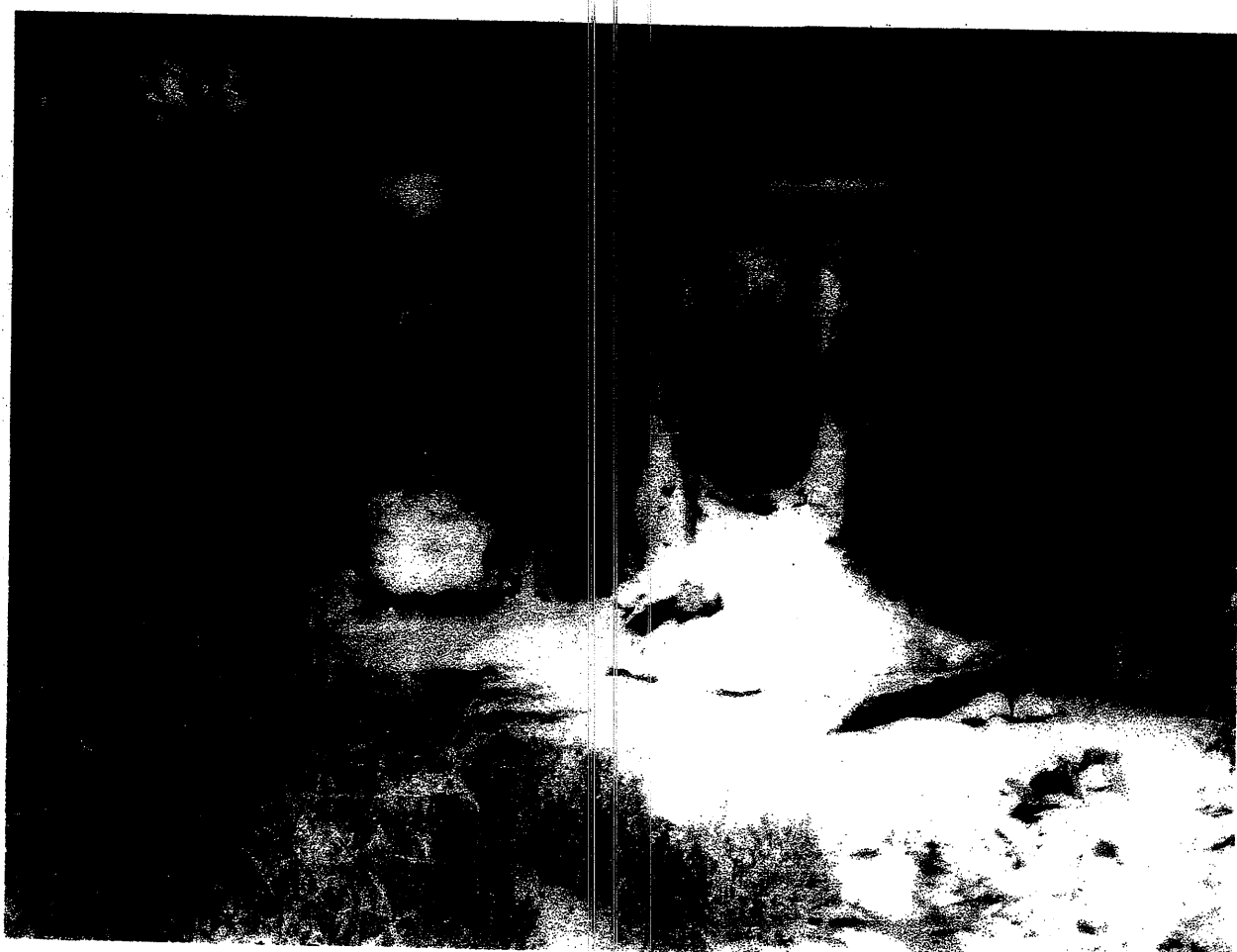
Marcelo Trujillo Panisse
Mayor Municipality of Humacao



Rio La Yuca vista desde la Carretera #3



Rio La Yuca vista desde la carretera #3 en Candelero





Rio La Yucas con escombros



Rio La Yuca en Canelero Arriba Humacao vista desde el puente hacia el Norte



Natural Resources Conservation Service
Caribbean Area Office
654 Muñoz Rivera Avenue, Suite 604
Hato Rey, PR 00918-4129
Tel. 787- 766-5206
Fax. 787 -766-5987
www.pr.nrcs.usda.gov

February 1, 2012

Honorable Marcelo Trujillo Panisse
Mayor
Autonomous Municipality of Humacao
P.O. Box 178
Humacao, PR 00791

SUBJECT: Emergency Watershed Protection Program Funds Availability

Honorable Mayor Trujillo:

The USDA Natural Resources Conservation Services (NRCS) informs you that funds from the Emergency Watershed Protection Program (EWP) have been approved for the project located at Candeler Ward, Sector La Yuca to remove debris. You are the designated sponsor for the project. As the sponsor, your responsibilities include but are not limited to:

- Provide 25 percent of the cost of constructing the work of improvement. Part of this cost may be provided as in-kind contributions.
- Provide non-federal assistance cost share of construction in the form of the following:
 - (i) Cash
 - (ii) In-Kind goods, services or both
 - (iii) Any combination of cash and in-kind goods and services

In kind goods and services are those items directly related to the physical construction of the works of improvement. NRCS will work with the project sponsor to establish the value of the goods and services provided. They can be credited towards the project sponsor's construction cost share and may include but are not limited to the following:

Goods

- (i) Materials used in the construction of the project
- (ii) Labor used in the construction of the project
- (iii) Equipment used in the construction of the project
- (iv) Debris disposal

Services

- (i) Planning

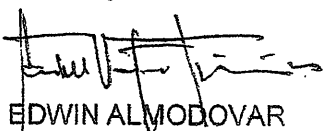
Helping People Help the Land
An Equal Opportunity Provider and Employer

- (ii) Design
- (iii) Geotechnical and testing, surveying, etc.
- (iv) Inspection
- (v) Administration and contracting activities
- (vi) Cultural resource identification evaluation surveys, and assessments
- (vii) Endangered species biological assessments

- Acquire all necessary land rights and permits – this activity is not qualified for cost sharing nor in kind or reimbursable services. The sponsor shall provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising.
- Recovery Project Enhancement – the costs of additional enhancement or improvement that go beyond what is necessary to repair or restore the impacted area, will be totally borne by the project sponsor
- Ensure compliance with Federal and State laws and regulations for the project. Project shall comply with the US Army Corp of Engineers regulatory program and other laws that may also affect the processing of applications for permits. Laws such as but not limited to the National Environmental Policy Act, the Coastal Zone Management Act, the Fish and Wildlife Coordination Act, the Endangered Species Act, the National Historic Preservation Act, the Wild and Scenic River Act, etc. Evidence of compliance should be submitted to NRCS prior to award of contract.
- Upon acceptance of the work from the contractor, assume responsibility for operation and maintenance for the work of improvement installed.

Should you have additional questions, contact Damaris Medina, State Engineer, EWP Manager, at (787) 766-5206 ext 125.

Sincerely,



(Acting for STC)

EDWIN ALMODOVAR
State Conservationist, Caribbean Area

cc: Damaris Medina, SCE, EWP Manager, NRCS, San Juan, PR
Oriel Vélez, Contracting Officer, NRCS, San Juan, PR
Hilton Miró, Hydrology Engineer, NRCS, San Juan, PR
Jay Rodriguez, Budget Officer, NRCS, San Juan, PR

CONTRACTING LOCAL ORGANIZATION AGREEMENT (Rev 2-27-12)

AGREEMENT NO.: 68-F352-12-
STATE: Puerto Rico
COUNTY/CITY: Candelero River, Humacao
EWP EVENT: Hurricane Irene
CFDA: 10.923

AGREEMENT
between the

AUTONOMOUS MUNICIPALITY OF HUMACAO

and the

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
EMERGENCY WATERSHED PROTECTION PROGRAM

PROJECT AGREEMENT

THIS AGREEMENT is hereby entered into by and between the Autonomous Municipality of Humacao, hereafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereafter called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 Public Law 81-516, Emergency Watershed Protection Program and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor(s) in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, the Sponsor and NRCS agree to a plan which provides for restoration of certain works of improvement referenced in Section A of this agreement

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 not to exceed \$23,400 (twenty-three thousand four hundred dollars).

DSR NUMBER	DESCRIPTION OF WORK	ESTIMATED FEDERAL COST
PR-HU-01	Candelero River, clearing and snagging	\$ 23,400.00

B. THE SPONSOR WILL:

1. Provide 25% of the cost of constructing the works of improvement described in Section A. This cost is estimated at \$5,850.00. Provide 100% of the costs of works of improvement not eligible for federal cost share.
2. Comply with the requirements of the provisions provided in the Attachments to this Agreement. Sponsor shall fill out and return documents with the signed agreement. Ensure that adequate accident prevention measures are incorporated into the construction contract for the works of

improvement described in Section A. This may require the inclusion of an appropriate accident prevention clause and supplement such as the NRCS Supplement to OSHA Parts 1910 and 1926, be made a part of the construction contract. Secure written concurrence of the NRCS Caribbean Area Director before approving a waiver or an adaptation of any of the safety provisions

3. Designate an individual to serve as liaison officer between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS with this signed agreement.
4. Provide in-kind contribution to perform services (survey, design, advertisement, award, administration and contracting activities, inspect work for quality assurance) and obtain goods (material, non-reimbursable labor, equipment costs and debris disposal) for the work described in Section A. The cost incurred by the Sponsor for these services will be credited to the cost share described in Section B.1. not to exceed 15% percent of the actual cost of constructing the emergency watershed protection measures described in Section A. Sponsor will retain records to support costs incurred and provide such to NRCS monthly. The Sponsor's administrative costs (such as attending meetings, obtaining land rights and permits, and reviewing documents and work progress) for carrying out their assigned responsibilities are not eligible as in-kind services.
5. Develop a Plan of Operation for all services planned for installing the works of improvement under this agreement. The Plan of Operation shall be submitted with this agreement to NRCS for review, approval and concurrence. Carry out the work in accordance with the plan of operations. Secure NRCS concurrence before changing the plan of operations.
6. Contract for construction of the works of improvement described in Section A and provide for their completion on or before the date specified in this agreement. The completion date is 30 August 2012. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement if a construction contract has not been awarded. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations, etc.) bid abstract, and awarded contract to the Contracting Officer (CO) Oriel Vélez, and the responsible engineer, Hilton Miró. Costs incurred prior to the Sponsor and NRCS signing this agreement are not eligible for reimbursement.
7. Be responsible for all administrative expenses necessary to arrange for and carry out the emergency watershed protection measures described in Section A. These administrative expenses include but shall not be limited to facilities, clerical personnel, and legal counsel including such attorneys deemed necessary by NRCS to resolve any legal matters.
8. Be responsible for all technical services costs to complete surveys, designs, plans, specifications, construction inspection and contract administration. On complex sites, or as requested by NRCS, hold a pre-design conference with NRCS, the Sponsor, and the Sponsor's design engineer. The design conference shall set forth design parameters as concurred by both the Sponsor and NRCS.
9. Upon receiving NRCS comments, prepare the final design, construction specifications, and drawings. One set of the final plans, specifications and QAP shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and seal approved by the Sponsor's Professional Engineer prior to submittal to NRCS. The Sponsor's Professional Engineer shall be registered in the State of Puerto Rico. Sponsor must provide a copy of the active license.
10. Provide construction inspection in accordance with the QAP.
11. Sponsor will notify NRCS of environmental clearance, modification of construction plans or any unresolved concerns as well as copies of all permits, licenses and other documents required by Federal, State and local statutes and ordinances prior to solicitation for installation of the works of

improvement.

12. Assume responsibility for operation and maintenance of the works of improvement installed. Operation and maintenance is required as follows:
 - a) For stream debris removal measures (non-structural), Sponsor will not allow storm debris/materials to be re-deposited into improved areas for a period of five years after completion of installation of the works of improvement.
 - b) For measures other than stream debris removal (structural measures i.e. gabions installation), the Sponsor will follow the Operation and Maintenance Plan included in this agreement. Upon completion of the work, the Sponsor shall assume responsibility for operation and maintenance of the works of improvement.
13. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of the Autonomous Municipality of Humacao, local laws and Federal regulations applicable to the Sponsor, including the provisions contained in the Attachments to this agreement.
14. Accept all financial responsibility for excess costs resulting from the Sponsor's failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the work described in Section A of this agreement.
15. Take reasonable and necessary actions, including legal action, if required, to dispose of any and all contractual and administrative issues arising out of the contract (s) awarded under this agreement to include but not be limited to, disputes, claims, protests of award, source evaluation and litigation that may result from the project, and bring suit to collect from the contractor any monies due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as the contributions.
16. Pay contractors as specified in their contracts. Sponsor will submit a Request for Reimbursement SF270 (Attachment I) on a monthly basis to the assigned NRCS engineer for certification. Requests for Reimbursement must be accompanied by adequate documentation to support the amount requested (summary of labor, materials, equipment, breakdown of technical services costs, etc.). Payment will be made by electronic funds transfer (EFT); accordingly, it is the Sponsor's responsibility to inform NRCS, in writing, thirty (30) days prior to any changes in banking information.
17. Arrange for and conduct final inspection of the works of improvement. The NRCS responsible engineer, Hilton Miró, the Sponsor's liaison and the Sponsor's design engineer shall participate in the final inspection.
18. Administer actions under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, Common Rule, 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments, A-128, Audits of State and Local Governments, and other rules referenced in 7CFR 3015.
19. Retain all records dealing with the award and administration of contracts for three (3) years from the date of the Sponsor's submission of the final Request for Reimbursement or until audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three (3) year period, the records are to be retained until the litigation is resolved or the end of the three (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.
20. Requests for a time extension to the agreement, (if necessary), shall be submitted in writing, on signed letterhead, no less than thirty (30) days prior to the expiration date of the agreement.

specified in Section B.5. A request for a time extension must be supported by (1) a statement documenting why the project was not completed on schedule, (2) justification for the need of an extension and why it would be in the best interest of the government; (3) a plan detailing how the project will be successfully completed if extended, (4) a revised schedule (inclusive of dates) by work tasks through project completion. The written, signed request should be submitted to the USDA NRCS State Conservationist, Edwin Almodovar, at USDA NRCS Caribbean State Office, 654 Muñoz Rivera Ave., Suite 604, Hato Rey, PR 00918.

21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
22. 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.

C. NRCS WILL:

1. Provide 75 percent of the total actual cost for constructing the works of improvement, not to exceed \$ 17,550.00 (seventeen thousand five hundred and fifty dollars).
2. Provide the value of the sponsor's in kind contribution not to exceed 15% (fifteen percent) of the construction costs for technical services (survey, design, advertisement, award, administration and contracting activities, inspect work for quality assurance) and goods (material, non-reimbursable labor, equipment costs and debris disposal).
3. Assist the Sponsor and Sponsor's engineer in establishing design parameters and design concurrence as set forth in paragraph B7, B8 and B9.
4. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.
5. Make payment to the Sponsor covering NRCS share of the cost upon receipt and approval of the Request for Reimbursement (SF270) on a monthly basis with supporting documentation. Payment will be made under this agreement using Electronic Funds Transfer (EFT) procedures in accordance with 31CFR 208.
6. Review the performance of the Sponsor to determine if it has met the requirements of this agreement. NRCS will fund expenditures, as agreed, upon notification of the completion of construction.
7. Designate an individual to serve as liaison officer between the NRCS and the Sponsor. The NRCS engineer assigned to the project who will serve in this position is:

Hilton Miró, Civil Engineer
USDA NRCS Caribbean Area State Office
654 Munoz Rivera Ave. Suite 604
Hato Rey, PR 00969
Tel 787-766-5206 ext XXX

The major duties, responsibilities and authorities of the liaison will be to review and concur in specifications and drawings for construction that include structural measures, assist in the final inspection of the contract, certify along with the Sponsor's Professional Engineer that all work has been completed according to the specifications and drawings. Review/audit and submit the Request for Reimbursement and supporting documents for payment, sign the Certificate of Completion. The point of contact for other administrative issues is Contracting Officer.

D. IT IS MUTUALLY AGREED THAT:

1. This agreement will become effective on the date the last signature is affixed hereto. All work shall be completed by 30 August 2012. The agreement will expire on this date, unless otherwise amended. Any change in the effective dates of this agreement must be by written amendment and signed by the parties prior to the expiration date. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement if a construction contract has not been awarded.
2. The in-kind contributions incurred by the Sponsor (paragraph B.4) will be 15% of the construction cost.
3. If an Amendment is requested, the Amendment will not be considered as awarded until such time as it has been signed by ALL parties.
4. Adjustments to and between individual Damage Survey Reports (DSR's) under the same Project Agreement are acceptable without an Amendment, in so far as the total estimated amount, set forth in paragraph A of this Agreement, is not exceeded.
5. Upon notification from the Sponsor that construction has been completed, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.
6. Payment under this agreement will be by electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. Sponsor will provide a SF 1199, Direct Deposit Form, to establish EFT procedures in compliance with USDA National Finance Center (NFC) requirements.
7. 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.
8. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor's have failed to comply with any of the conditions of this agreement. The NRCS shall promptly notify the Sponsor in writing of the determination, the basis for the termination, and the effective date. Payments or recoveries made by NRCS under this termination shall be in accordance with the legal rights and liabilities of NRCS and the Sponsors.
9. 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. NRCS will allow a 30 day period to implement any corrective action. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
10. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor or any member of the Sponsor. They also shall not assist the Sponsor, or any member of the Sponsor, 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 Sponsor, or any member of the Sponsor, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.
11. 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 laws, rules, regulations and policies.
12. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in Title 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, the Age Discrimination Act of 1975, and 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 grounds of race,

color, national origin, age, sex, religion, marital status, or handicap/disability, be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial and/or technical assistance from the Department of Agriculture or any agency thereof.

E. APPROVED:

This action is authorized at an official meeting of the _____

On the _____ day of _____ 2012, at _____ Puerto Rico.

SPONSOR: Autonomous Municipality of Humacao

By: _____ Title: _____

_____ (Signature) Date: _____

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

By: EDWIN ALMODOVAR Title: STATE CONSERVATIONIST

_____ (Signature) Date: _____

ATTACHMENTS

Forecasted Budget

Estimated Construction Cost		Sponsor's contribution	NRCS contribution	Total Program Cost
Sponsor's contribution	25%	\$ 5,850.00		
NRCS contribution	75%		\$ 17,550.00	
			Total Program Cost	\$ 23,400.00

Detailed NRCS Contribution based on Estimated Costs

Reimbursement of Sponsor In-Kind Contribution	3,510.00
Reimbursement of NRCS Share of Construction Cost	17,550.00
	<u>\$ 21,060.00</u>

Detailed Sponsor's Contribution based on Estimated Costs

In Kind Contribution reimbursed by NRCS (NTE15%)	15%	(3,510.00)		
Cash Contribution by Sponsor	10%	<u>2,340.00</u>		
 Total Estimated Project Cost		2,340.00	\$ 21,060.00	23,400.00

APPROVED:

(SPONSOR)

(STC USDA NRCS)

OPERATION AND MAINTENANCE PLAN
EMERGENCY WATERSHED PROTECTION
CANDELERO RIVER, HUMACAO, PUERTO RICO

AGREEMENT NUMBER: 68-F352-12-
DATED: MARCH 2012

I. Operation

The Autonomous Municipality of Humacao will operate and maintain this agreement in accordance with the terms of the Operation and Maintenance (O&M) Plan for a period of at least 5 years.

II. Maintenance

A. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.

1. Vegetation

- a. Reshape as necessary and either reseed or resod, and fertilize areas of poor stand, including those areas damaged by erosion or drought.
- b. Fertilize vegetation as required to maintain a vigorous stand.
- c. Mow grass at regular intervals to maintain optimum cover.
- d. Spray or cut undesirable brush.

2. Structures

- a. Remove and properly dispose of debris, which accumulates on the trash racks and pipe entrances.
- b. Maintain diversions. Reshape areas to eliminate depressions and rills caused by concentrated runoff.
- c. Repair structures and add rock and reshape gabions as needed to keep functional.

B. The estimated average annual cost of providing the necessary maintenance for this site is \$?????. Funds to finance this cost will be provided by the Autonomous Municipality of Humacao.

C. The sponsors will be responsible for and promptly perform or have performed maintenance determined by either the sponsors or the NRCS to be needed.

D. The Autonomous Municipality of Humacao and NRCS will make a joint inspection of the structural measure for the first three years following installation of the structure. The site will be inspected by the sponsors thereafter and also after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the sites. Annual and special inspections will include but will not be limited to examination of the following items.

1. Excessive erosion and/or sedimentation.
2. Conditions of planted vegetation and the deterioration of site conditions due to erosion and

undesirable vegetation.

3. Condition of gabions and other related structures.

E. A written report will be made of each inspection. If determined during the inspection that the items in D could affect the functioning of the site, corrective action and repairs will be made immediately in order to reduce the possibility of further damage and/or failure. A follow-up report will be provided when all corrective action has been accomplished.