

WATERSHED WORK PLAN AGREEMENT

MANUALLY SIGNED

between the

El Paso-Hudspeth Soil and Water Conservation District
Local Organization

Hudspeth County Commissioners Court
Local Organization

Hudspeth County Underground Water Conservation District No. 1
Local Organization

City of Dell City
Local Organization

State of Texas
(hereinafter referred to as the Sponsoring Local Organization)

and the

Soil Conservation Service
United States Department of Agriculture
(hereinafter referred to as the Service)

Whereas, application has heretofore been made to the Secretary of Agriculture by the Sponsoring Local Organization for assistance in preparing a plan for works of improvement for the Hitson, C&L and Washburn Draws Watershed, State of Texas under the authority of the Watershed Protection and Flood Prevention Act (Public Law 566, 83rd Congress; 68 Stat. 666), as amended; and

Whereas, the responsibility for administration of the Watershed Protection and Flood Prevention Act, as amended, has been assigned by the Secretary of Agriculture to the Service; and

Whereas, there has been developed through the cooperative efforts of the Sponsoring Local Organization and the Service a mutually satisfactory plan for works of improvement for the Hitson, C&L and Washburn Draws Watershed, State of Texas hereinafter referred to as the watershed work plan, which plan is annexed to and made a part of this agreement;

Now, therefore, in view of the foregoing considerations, the Sponsoring Local Organization and the Secretary of Agriculture, through the Service, hereby agree on the watershed work plan, and further agree that the works of improvement as set forth in said plan can be installed in about 10 years.

It is mutually agreed that in installing and operating and maintaining the works of improvement substantially in accordance with the terms, conditions, and stipulations provided for in the watershed work plan:

1. The Sponsoring Local Organization will acquire without cost to the Federal Government such land rights as will be needed in connection with the works of improvement. (Estimated cost \$35,069.)
2. The Sponsoring Local Organization will provide relocation advisory assistance services and make the relocation payments to displaced persons as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646, 84 Stat. 1894) effective as of January 2, 1971, and the Regulations issued by the Secretary of Agriculture pursuant thereto. Prior to July 1, 1972, the Sponsoring Local Organization will comply with the real property acquisition policies contained in said Act and Regulations to the extent that they are legally able to do so in accordance with their State law. After July 1, 1972, the real property acquisition policies contained in said Act shall be followed in all cases.

The Service will bear 100 percent of the first \$25,000 of relocation payment costs for any person, business, or farm operation displaced prior to July 1, 1972. Any such costs for a single dislocation in excess of \$25,000 and all costs for relocation payments for persons displaced after July 1, 1972, will be shared by the Sponsoring Local Organization and the Service as follows:

| | <u>Sponsoring Local Organization</u> (percent) | <u>Service</u> (percent) | <u>Estimated Relocation Payment Costs</u> (dollars) |
|------------------------|---|-----------------------------|--|
| Relocation Payments | 52.57 | 47.43 | 0 <u>1/</u> |

1/ Investigations have disclosed that under current conditions the project measures will not result in the displacement of any person, business, or farm operation. However, if relocations become necessary, relocation payments will be cost-shared in accordance with the percentages shown above.

3. The Sponsoring Local Organization will acquire or provide assurance that landowners or water users have acquired such water rights pursuant to State law as may be needed in the installation and operation of the works of improvement.
4. The percentages of construction costs of structural measures to be paid by the Sponsoring Local Organization and by the Service are as follows:

| <u>Works of Improvement</u> | <u>Sponsoring Local Organization</u> (percent) | <u>Service</u> (percent) | <u>Estimated Construction Cost</u> (dollars) |
|--------------------------------------|---|-----------------------------|---|
| Multiple-Purpose Structure No. 1 | 2.95 | 97.05 | 405,520 |
| Multiple-Purpose Structure No. 2 | 3.25 | 96.75 | 395,960 |
| Floodwater Retarding Structure No. 3 | - | 100.00 | 597,500 |
| Diversions | - | 100.00 | 73,260 |

5. The percentages of the engineering costs to be borne by the Sponsoring Local Organization and the Service are as follows:

| <u>Works of Improvement</u> | <u>Sponsoring Local Organization</u> (percent) | <u>Service</u> (percent) | <u>Estimated Engineering Costs</u> (dollars) |
|--------------------------------------|---|-----------------------------|---|
| Multiple-Purpose Structure No. 1 | 2.95 | 97.05 | 21,776 |
| Multiple-Purpose Structure No. 2 | 3.25 | 96.75 | 21,298 |
| Floodwater Retarding Structure No. 3 | - | 100.00 | 31,375 |
| Diversions | - | 100.00 | 5,541 |

6. The Sponsoring Local Organization and the Service will each bear the costs of Project Administration which it incurs, estimated to be \$2,500 and \$216,766, respectively.

7. The Sponsoring Local Organization will obtain agreements from owners of not less than 50 percent of the land above each reservoir and floodwater retarding structure that they will carry out conservation farm or ranch plans on their land.
8. The Sponsoring Local Organization will provide assistance to landowners and operators to assure the installation of the land treatment measures shown in the watershed work plan.
9. The Sponsoring Local Organization will encourage landowners and operators to operate and maintain the land treatment measures for the protection and improvement of the watershed.
10. The Sponsoring Local Organization will be responsible for the operation and maintenance of the structural works of improvement by actually performing the work or arranging for such work in accordance with agreements to be entered into prior to issuing invitation to bid for construction work.
11. The costs shown in the agreement represent preliminary estimates. In finally determining the cost to be borne by the parties hereto, the actual costs incurred in the installation of works of improvement will be used.
12. This agreement is not a fund obligating document. Financial and other assistance to be furnished by the Service in carrying out the watershed work plan is contingent on the appropriation of funds for this purpose.

A separate agreement will be entered into between the Service and the Sponsoring Local Organization before either party initiates work involving funds of the other party. Such agreement will set forth in detail the financial and working agreements and other conditions that are applicable to the specific works of improvement.

13. The watershed work plan may be amended or revised, and this agreement may be modified or terminated, only by mutual agreement of the parties hereto.
14. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
15. The program conducted will be in compliance with all requirements respecting nondiscrimination as contained in the Civil Rights Act of 1964 and the regulations of the Secretary of Agriculture (7 C.F.R. 15.1-15.12), which provide that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any activity receiving Federal financial assistance.

Hudspeth County Underground Water Conservation District No. 1
Local Organization

By *George S. McConnell*
George S. McConnell
Title President
Address Dell City, Texas 79837
Zip Code
Date July 28, 1971

The signing of this agreement was authorized by a resolution of the governing body of the Hudspeth County Underground Water Conservation District No. 1 Local Organization adopted at a meeting held on July 28, 1971

James Lynch
(Secretary, Local Organization)
James Lynch
Address Dell City, Texas 79837
Zip Code
Date July 28, 1971

City of Dell City
Local Organization
By *Allan Hill*
Allan Hill
Title Mayor
Box 175
Address Dell City, Texas 79837
Zip Code
Date August 9, 1971

The signing of this agreement was authorized by a resolution of the governing body of the City of Dell City Local Organization adopted at a meeting held on August 9, 1971

Lawayne Kasparien
(Secretary, Local Organization)
Lawayne Kasparien
Address Dell City, Texas 79831
Zip Code
Date August 9, 1971

Appropriate and careful consideration has been given to the environmental statement prepared for this project and to the environmental aspects thereof.

Soil Conservation Service
United States Department of Agriculture

By *Kenneth E. Hunt*
Date JAN 2 1973

El Paso-Hudspeth Soil and Water Conservation District
Local Organization

By C. T. Ramsey
C. T. Ramsey
Title Chairman
6326 Gateway East
Address El Paso, Texas 79905
Zip code
Date August 10, 1971

The signing of this agreement was authorized by a resolution of the governing body of the El Paso-Hudspeth Soil and Water Conservation District Local Organization adopted at a meeting held on August 10, 1971

Richard E. Bills
(Secretary, Local Organization)
Richard E. Bills
Address 6326 Gateway East, El Paso, Texas
Zip Code 79905
Date August 10, 1971

Hudspeth County Commissioners Court
Local Organization

By Doyle L. Ziler
Doyle L. Ziler
Title County Judge
Address Sierra Blanca, Texas 79851
Zip Code
Date August 9, 1971

The signing of this agreement was authorized by a resolution of the governing body of the Hudspeth County Commissioners Court Local Organization adopted at a meeting held on August 9, 1971

Bernice M. Elder
(Secretary, Local Organization)
Bernice M. Elder, County Clerk
Address Sierra Blanca, Texas 79851
Zip Code
Date August 9, 1971