

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

SUPPLEMENTAL WATERSHED WORK PLAN AGREEMENT

between the

Taylor Soil Conservation District

Brushy Creek Watershed Association

Brushy Creek Water Control and Improvement District No. 1

of Williamson and Milam Counties

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, the responsibility for administration of the Watershed Protection and Flood Prevention Act, Public Law 566, 83rd Congress, 2d Session, (68 Stat. 666), as amended, has been assigned by the Secretary of Agriculture to the Service; and

Whereas, the Watershed Work Plan for Lower Brushy Creek Sub-Watershed met the requirements of the Watershed Protection and Flood Prevention Act, and the Service is now authorized to provide assistance to the Sponsoring Local Organization in the installation of works of improvement in accordance with the terms, conditions, and stipulations provided for therein, and the Act as amended by Public Law 1018, 84th Congress, 2d Session.

Now, therefore, the Sponsoring Local Organization and the Service hereby agree upon the following conditions for installing within 10 years the works of improvement described in the watershed work plan and operating and maintaining such works of improvement;

It is mutually agreed that:

1. The terms of the agreement executed on January 12, 1956 and made a part of said work plan remain in full force and effect except as otherwise agreed upon herein.
2. The Sponsoring Local Organization will acquire without cost to the Federal Government such land, easements, or rights-of-way as will be needed in connection with the works of improvement. (Estimated cost \$ 605,811.00).

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 percentage of construction cost of the works of improvement to be paid by the Sponsoring Local Organization and by the Service is as follows:

A.

<u>Item</u>	<u>% Local Organization</u> <u>Will Pay</u>	<u>% Service</u> <u>Will Pay</u>	<u>Estimated</u> <u>Construction Cost</u>
Floodwater Retard- ing Structure			
1	0	100	92,213
2	0	100	31,854
3	0	100	47,786
4	0	100	33,157
5	0	100	28,213
6	0	100	30,194
7	0	100	21,226
8	0	100	29,469
9	0	100	54,423
10	0	100	36,287
11	0	100	59,239
12	0	100	24,036
13	0	100	28,463
14	0	100	63,828
15	0	100	45,806
16	0	100	23,782
17	0	100	40,730
18	0	100	74,317
19	0	100	50,449
20	0	100	16,729
21	0	100	15,689
22	0	100	49,334
23	0	100	24,648
24	0	100	38,059
25	0	100	66,826
Channel Imp.	0	100	<u>1,137,222</u>
		Total	\$ 2,163,979

B.

The Sponsoring Local Organization will pay all of the costs allocated for purposes other than flood prevention and the agricultural phases of the conservation, development, utilization and disposal of water.

The Service will pay all engineering costs applicable to works of improvement for flood prevention and irrigation, drainage and other agricultural water management. (Estimated cost \$ 393,456.00).

The Sponsoring Local Organization will pay for all engineering costs applicable to works of improvement for any other purpose. (Estimated cost \$ none).

6. The Sponsoring Local Organization will provide the following engineering and other services in connection with the installation of the works of improvement:

Legal and other services necessary for contract administration and to secure and record easements, rights-of-way, etc.
7. The Service will provide the following engineering and other services in connection with the installation of the works of improvement:

Design, cartographic and necessary engineering installation services.
8. The Sponsoring Local Organization will obtain agreements from owners of not less than 50% of the land above each floodwater retarding structure that they will carry out complete conservation farm or ranch plans on their land.
9. 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.
10. 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.
11. This agreement does not constitute a financial document to serve as a basis for the obligation of Federal funds. Where there is a Federal contribution to the construction cost of works of improvement, a separate agreement in connection with each construction contract will be entered into between the Service, the Sponsoring Local Organization and the Contracting Local Organization prior to the issuance of the invitation to bid. Such agreement will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.
12. The Sponsoring Local Organization will be responsible for the operation and maintenance of the structural measures of works of improvement by actually performing the work or arranging for such work, in accordance with agreement, or agreements, to be entered into prior to issuing invitations to bid for construction work.
13. The costs shown in this agreement represent preliminary estimates. In apportioning costs to respective parties the percentages shown in this agreement will be applied to the actual costs that are incurred in the installation of the works of improvement.

14. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

Taylor Soil Conservation District
Sponsoring Local Organization

By: W. T. [Signature]

Title: President

Date: July 14 1957

Brushy Creek Watershed Association
Sponsoring Local Organization

By: [Signature]

Title: President

Date: August 23 1957

Brushy Creek Water Control and
Improvement District #1 of Williamson and
Milam Counties

By: [Signature]

Title: President

Date: August 23 1957

The signing of this Agreement was authorized by a resolution of the governing body of the Brushy Creek Water Control and Improvement District # 1 adopted at a meeting held on August 14 1957.

Soil Conservation Service
United States Department of Agriculture

By: [Signature]

Title: Acting Administrator

Date: SEP 16 1957

[Signature]
Secretary, Brushy Creek WCID #1
of Williamson and Milam Counties