

WATERSHED WORK PLAN AGREEMENT

between the

Palo Pinto Soil and Water Conservation District

Palo Pinto County Commissioners Court

City of Mineral Wells

(hereinafter referred to as the Sponsoring Local Organization)

State of \_\_\_\_\_ Texas \_\_\_\_\_

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 Pollard Creek Watershed, State of Texas, under the authority of the Watershed Protection and Flood Prevention Act (P.L. 566, 83d 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 Pollard Creek 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 3 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, with other than PL-566 funds, such land rights as will be needed in connection with the works of improvement. (Estimated Cost \$ 102,280 )
2. The Sponsoring Local Organization assures that comparable replacement dwellings will be available for individuals and persons displaced from dwellings, and will provide relocation assistance advisory services and relocation assistance, make the relocation payments to displaced persons, and otherwise comply with the real property acquisition policies contained in 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. The costs of relocation payments will be shared by the sponsoring local organization and the Service as follows:

|                        | <u>Sponsoring<br/>Local<br/>Organization</u><br>(percent) | <u>Service</u><br>(percent) | <u>Estimated<br/>Relocation<br/>Payment Costs</u> <sup>1/</sup><br>(dollars) |
|------------------------|---|-----------------------------|--|
| Relocation<br>Payments | 20.35   | 79.65                       | \$0.00   |

<sup>1/</sup> Investigation has disclosed that under present 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 coat-shared in accordance with the percentages shown.

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<br/>Improvement</u>    | <u>Sponsoring<br/>Local<br/>Organization</u><br>(percent) | <u>Service</u><br>(percent) | <u>Estimated<br/>Construction Cost</u><br>(dollars) |
|------------------------------------|---|-----------------------------|---|
| Floodwater Retarding<br>Structures | -   | 100.00                      | 471,800   |

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><br>(percent) | <u>Service</u><br>(percent) | <u>Estimated Engineering Costs</u><br>(dollars) |
|---------------------------------|---|-----------------------------|---|
| Floodwater Retarding Structures | -   | 100.00                      | 25,470  |

6. The Sponsoring Local Organization and the Service will each bear the costs of Project Administration which it incurs, estimated to be \$1,000 and \$71,630 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 invitations to bid for construction work.
11. The costs shown in this agreement represent preliminary estimates. In finally determining the costs 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 availability of appropriations 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 arrangements 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 except for cause. The Service may terminate financial and other assistance in whole, or in part, at any time whenever it is determined that the Sponsoring Local Organization has failed to comply with the conditions of this agreement. The Service shall promptly notify the Sponsoring Local Organization in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the Sponsoring Local Organization or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

An amendment to incorporate changes affecting one specific structural measure may be made by mutual agreement between the Service and the sponsor(s) having specific responsibilities for the particular structural measure involved.

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. 15.1-15-15.12), 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.
16. This agreement will not become effective until the Service has issued a notification of approval and authorizes assistance.

Palo Pinto Soil and Water  
Conservation District  
Local Organization

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Date \_\_\_\_\_

The signing of this agreement was authorized by a resolution of the governing body of the Palo Pinto Soil and Water Conservation District  
Local Organization

adopted at a meeting held on \_\_\_\_\_

\_\_\_\_\_  
Secretary, Local Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Date

Palo Pinto County  
Commissioners Court  
Local Organization

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Date \_\_\_\_\_

The signing of this agreement was authorized by a resolution of the governing body of the Palo Pinto County Commissioners Court  
Local Organization

adopted at a meeting held on \_\_\_\_\_

Secretary, Local Organization \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Date \_\_\_\_\_

City of Mineral Wells  
Local Organization

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Date \_\_\_\_\_

The signing of this agreement was authorized by a resolution of the governing body of the City of Mineral Wells  
Local Organization

adopted at a meeting held on \_\_\_\_\_

Secretary, Local Organization \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Date \_\_\_\_\_

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

Approved by:

\_\_\_\_\_  
State Conservationist

\_\_\_\_\_  
Date