

SUPPLEMENT TO  
PROJECT AGREEMENT  
for  
PLANNING PARTY OPERATIONS  
between the  
TEXAS STATE SOIL & WATER CONSERVATION BOARD  
and the  
SOIL CONSERVATION SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE

This Supplement is made and entered into by the Texas State Soil & Water Conservation Board, hereinafter referred to as the "Board," and the Soil Conservation Service, hereinafter referred to as the "Service," to amend Paragraph A, Item 1, of the Project Agreement for the development of a work plan on Cibolo Creek Watershed in Kendall County, Texas.

Paragraph A, Item 1, is amended to provide for continued reimbursement by the Board to the Service of an estimated \$21,000.00 for the period beginning September 1, 1966, and ending August 31, 1967, provided the surveys and development of a work plan are not completed on or before June 30, 1967, and to show the aggregate sum of reimbursement as not to exceed \$31,000.00. The estimated cost remains as set forth in Paragraph C-4.

All other conditions of the Project Agreement remain the same.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the date indicated by and through their duly authorized officers and agents.

TEXAS STATE SOIL & WATER CONSERVATION BOARD

SOIL CONSERVATION SERVICE  
U. S. DEPARTMENT OF AGRICULTURE

By: Harvey Davis

By: H. N. Smith

Title: Executive Director

Title: State Conservationist

Date: 8-30-66

Date: 8-30-66

7/11/66

No. 13-10-410-9200

**RENEWAL AGREEMENT**  
between the  
**TEXAS STATE SOIL & WATER CONSERVATION BOARD**  
and the  
**SOIL CONSERVATION SERVICE**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**

WHEREAS, a Project Agreement effective June 22, 1964, has been executed by and between the above named parties, and

WHEREAS, the Agreement provided for renewal annually by the parties until completion of the work, and

WHEREAS, the work (survey and development of a Work Plan for Cibola Creek) was not completed on, or before, June 30, 1964, and

WHEREAS, the parties do desire to continue under the Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is renewed for the period beginning on July 1, 1964, and ending June 30, 1967.
2. The limitation amount and expiration date set forth in Paragraph A.1 remains in effect.

All other conditions of the Agreement remain the same.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement as of June 30, 1964, by and through their duly authorized officers or agents.

TEXAS STATE SOIL & WATER CONSERVATION BOARD

SOIL CONSERVATION SERVICE  
U. S. DEPARTMENT OF AGRICULTURE

By: /s/ Harvey Davis

By: /s/ Clyde W. Graham, Acting

Title: Executive Director

Title: State Conservationist

**PROJECT AGREEMENT  
FOR  
FLANNING PARTY OPERATIONS  
Between the  
TEXAS STATE SOIL AND WATER CONSERVATION BOARD  
and the  
SOIL CONSERVATION SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE**

**THIS AGREEMENT is made and entered into by and between the Texas State Soil and Water Conservation Board, hereinafter referred to as the "Board" and the Soil Conservation Service, hereinafter referred to as the "Service".**

**WITNESSETH**

**WHEREAS, the Board and the Service have heretofore executed a COOPERATIVE MASTER AGREEMENT, effective December 1, 1961, in which is recited their respective authorities for execution of agreements of this nature, their mutual State-wide intentions for cooperative assistance to local sponsoring organizations in the development of a number of watershed protection and flood prevention work plans, and a provision that for each Board-approved area on which work plans are to be cooperatively developed a specific project agreement would be executed, duly obligating the related work performance and funds required therefor, and**

**WHEREAS, it is now the desire of the parties to said COOPERATIVE MASTER AGREEMENT, and to this agreement, to assist in the development of work plans for the**

**CINCO CREEK WATERSHED  
SHERIFF COUNTY, TEXAS**

**NOW THEREFORE, the parties hereto agree as follows:**

**A. The Board will:**

- 1. Reimburse (supplement) the Service for expenditures made and expenses incurred for field connection with the accomplishment of examinations and surveys and the assistance given local sponsoring organizations in the development of work plans for the watershed named above; such reimbursement to be made upon presentation of appropriate statements not more often than once each month; however, the aggregate sum of reimbursement by the Board to the Service in consequence of this agreement shall not exceed \$10,000.00 or such increased amount as may be authorized by a duly executed supplement hereto; and provided further, no reimbursement shall be made by the Board to the Service for expenses incurred subsequent to August 31, 1966, or such later date as may be authorized by a duly executed supplement hereto.**

1. Make every effort to support this cooperative undertaking through to completion despite the possible necessity of periodic financing.

**B. The Service will:**

1. Furnish to the Board such financial statements and reports relative to the operations under this agreement as are reasonably available and needed by the Board to satisfy fiscal requirements.

2. Observe a high standard of work accomplishment under authority of this agreement.

3. Permit authorized representatives of the Board to inspect, during the progress of the work, all operations and records.

4. Prepare billings for reimbursement in a manner adaptable to the fiscal requirements of the Board.

**C. It is mutually agreed that:**

1. This Agreement shall become effective on date of last signature hereto, and shall remain in effect until June 30, 1946, but may be renewed annually by the parties until the completion of the work, it being expressly understood that the limitation amount and expiration date set forth in Paragraph A.1 above, or as increased and/or amended, respectively, by duly executed supplement(s) or amendment(s) hereto, shall govern the obligation of the Board with respect to reimbursement due the Service.

2. This agreement may be amended, supplemented or terminated at any time by mutual agreement of the parties hereto.

3. The development of a work plan for the entire project will require approximately nine months for completion, provided the necessary resources can be made available as needed under authority of this agreement and supplements thereto where required.

4. The total estimated cost for development of the work plan for this project is \$31,000.00; the financial obligation on the part of the Board being as set forth in Paragraph A.1 (unless changed by supplement(s) hereto).

5. In the event funds available to the Board for support of this undertaking prove inadequate to meet the total planning cost, the Service will have the right to enter into separate reimbursement agreements, when possible, with sponsoring organizations for the performance, continuation of performance, of planning of identifiable units or segments of the Board-approved work.

6. The Service will have the right to terminate planning operations at any time it is determined that the project for the watershed area will not be feasible to carry out; the Service will notify the Board of any such determination.
7. No member of Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a Corporation for its general benefit.
8. 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. Sec. 15.113), 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date indicated by and through their duly authorized officers or agents.

TEXAS STATE SOIL AND WATER CONSERVATION BOARD

By: Harvey Davis

Title: Executive Director

Date: 6-27-66

UNITED STATES DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE

By: J. N. Smith

Title: State Conservationist

Date: JUN 22 1966