

SUPPLEMENT
to
PROJECT AGREEMENT
for
PLANNING PARTY OPERATIONS
Between the
TEXAS STATE SOIL CONSERVATION BOARD
and the
SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

No. 12-10-410-6742

This supplement is made and entered into by the Texas State Soil 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, and Paragraph C, Item 4, of the Project Agreement for the development of a work plan and to record change in name of the watershed from Williamson Creek to Williams Creek in Kendall, Blanco and Gillespie Counties, Texas.

Paragraph A, Item 1, of said Project Agreement is hereby amended to reduce estimated cost of developing the work plan by \$2,115.00 and to show \$14,885.00 as the aggregate sum of reimbursement by the Board to the Service. The estimated cost as set forth in Paragraph C, Item 4, is changed accordingly.

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 or agents.

TEXAS STATE SOIL CONSERVATION BOARD

By: /s/ Harvey D. Davis

Title: Executive Director

Date: August 7, 1964

SOIL CONSERVATION SERVICE
U. S. DEPARTMENT OF AGRICULTURE

By: /s/ H. N. Smith

State Conservationist

Date: 8-10-64

SUPPLEMENT
to
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between the
TEXAS STATE SOIL CONSERVATION BOARD
and the
SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

No. 12-10-410-6742

This supplement is made and entered into by the Texas State Soil 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, and Paragraph C, Item 4, of the Project Agreement for the development of a work plan on Williamson Creek in Kendall, Blanco and Gillespie Counties, Texas.

Paragraph A, Item 1, of said Project Agreement is hereby amended to reduce estimated cost of developing the work plan by \$3,000.00 and to show \$14,000.00 as the aggregate sum of reimbursement by the Board to the Service. The estimated cost as set forth in Paragraph C, Item 4, is changed accordingly.

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 or agents.

TEXAS STATE SOIL CONSERVATION BOARD

By: Harvey D. Davis
Title: Executive Director

Date: July 1, 1964

SOIL CONSERVATION SERVICE
U. S. DEPARTMENT OF AGRICULTURE

By: A. N. Smith
State Conservationist

Date: July 1, 1964

SUPPLEMENT
to
PROJECT AGREEMENT
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PLANNING PARTY OPERATIONS
Between the
TEXAS STATE SOIL CONSERVATION BOARD
and the
SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

No. 12-10-410-6742

This supplement is made and entered into by and between the Texas State Soil Conservation Board, hereinafter referred to as the "Board" and the Soil Conservation Service, hereinafter referred to as the "Service" to correct the second paragraph of the supplement dated August 10, 1964, to read as follows:

"Paragraph A, Item 1, of said Project Agreement is hereby amended to reduce estimated cost of developing the work plan by \$2,115.00 and to show \$11,885.00 as the aggregate sum of reimbursement by the Board to the Service. The estimated cost as set forth in Paragraph C, Item 4, is changed accordingly."

All other conditions of the Project Agreement, as supplemented, remain the same.

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

TEXAS STATE SOIL CONSERVATION BOARD

By: Harvey D. Davis
Title: Executive Director

Date: August 31, 1964

SOIL CONSERVATION SERVICE
U. S. DEPARTMENT OF AGRICULTURE

By: H. N. Smith
State Conservationist

Date: August 31, 1964

P. O. Box 648
Temple, Texas 76502

June 10, 1964

Mr. Harvey D. Davis
Executive Director
Texas State Soil Conservation Board
Temple, Texas

Dear Mr. Davis:

We are returning for your files the original and one copy of Project Agreement bearing No. 12-10-410-6742 entered into by and between the Board and the Service covering necessary surveys and development of a work plan on Williamson Creek Watershed.

The Master Cooperative Agreement signed on behalf of the Board and Service in November, 1961 forms the basis for this instrument.

Very truly yours,

H. N. Smith
State Conservationist

Attachments

cc: Clyde Graham - S/O w/copy of Agreement
B & F Section - S/O w/copy of Agreement

CH

E. Graham

PROJECT AGREEMENT
For
PLANNING PARTY OPERATIONS
Between the
TEXAS STATE SOIL 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 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 Statewide 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

Williamson Creek Watershed

Kendall, Blanco & Gillespie Counties, 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 and in 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 \$17,000.00 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, 1964, or such later date as may be authorized by a duly executed supplement hereto.

2. 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 upon date of last signature hereto and remain in effect until terminated by mutual agreement or 60 days after termination notice given in writing by one party to the other, it being expressly understood that despite the continuing nature of this agreement the limitation amounts and expiration dates set forth in Paragraph A.1 above, or as increased and/or extended, respectively, by duly executed supplement(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 six 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 \$23,000.00, of which \$6,000.00 is to be contributed by Gillespie County Water Control and Improvement District. The financial obligation on the part of the Board, is 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, or continuation of performance, of planning of identifiable units or segments of the Board-approved watershed.

- 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 determinations.
- 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.

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 CONSERVATION BOARD

By: Harvey D. Davis
 Title: Executive Director
 Date: June 5, 1964

The signing of this agreement on behalf of the Texas State Soil Conservation Board was authorized at an official meeting of the Board held on the 2 day of May, 1964, at Ft Worth, Texas.

Attest: Julian M. Weston
Secretary
 (Title)

SOIL CONSERVATION SERVICE
U. S. DEPARTMENT OF AGRICULTURE

By: H. N. Smith
 State Conservationist
 Date: 6-8-64