

SUPPLEMENTAL WATERSHED WORK PLAN AGREEMENT

between the

Hemphill County Soil and Water Conservation District, Texas
Local Organization

Wheeler County Soil and Water Conservation District, Texas
Local Organization

Roberts County Soil and Water Conservation District, Texas
Local Organization

(hereinafter referred to as the Sponsoring Local Organization)

State of Texas

and the

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

Whereas, the Watershed Work Plan Agreement for Upper Washita River Watershed, State of Texas, executed by the sponsoring local organization named therein and the Service, became effective on the 29th day of June 1959; and

Whereas, in order to complete the overall resource development program and to control critical sediment source areas for that portion of the Upper Washita River Watershed in Texas, it has become necessary to modify the agreement to include critical area treatment measures; and

Whereas, there has been developed through the cooperative efforts of the local organization and the Service, a mutually satisfactory plan for critical area treatment on all the Texas portion of the Upper Washita River watershed, which supplement is annexed to and made a part of this agreement; and

Whereas, the supplement describes the watershed segment and its problems and sets forth a plan for works of improvement, the kinds and quantities of measures to be installed, the estimated cost, cost-sharing arrangements, maintenance and other responsibilities of those participating in the project;

Now, therefore, in view of the foregoing considerations, the local organization and the Secretary of Agriculture, through the Service, hereby agree on the supplement, and further agree that the works of improvement as set forth in said supplement will be installed, operated and maintained substantially in accordance with the terms, conditions and stipulations provided therein.

- (1) Add land treatment measures for stabilization of critical areas that include approximately 300 acres of shaping and vegetating and appurtenant grade stabilization structures.
- (2) 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.
- (3) 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:

	Sponsoring Local Organization (percent)	Service (percent)	Estimated Relocation Payment Costs (dollars)
Relocation Payments	63.40	36.60	<u>1/</u>

1/ 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 cost-shared in accordance with percentages shown.

- (4) The Sponsoring Local Organization will provide assistance to landowners and operators to assure the installation of the land treatment measures shown in the supplemental watershed work plan.
- (5) 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.
- (6) 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.
- (7) This agreement is not a fund obligating document. Financial and other assistance to be furnished by the Service in carrying out the supplement is contingent on the appropriation of funds for this purpose.

- (8) The supplement may be amended or revised, and this agreement may be modified or terminated only by mutual agreement of the parties hereto except that an amendment to incorporate changes affecting one specific local sponsor may be made by mutual agreement between the Service and that sponsor involved. This includes all changes affecting that sponsor including the addition of County Commissioners as sponsors to this supplement where such action is determined necessary.
- (9) No member of or delegate to Congress, or resident commissioner shall be admitted 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.
- (10) The program conducted will be in compliance with all requirements respecting non-discrimination 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 provides 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 activities receiving federal financial assistance.
- (11) This agreement will not become effective until the Service has issued a notification of approval and authorizes assistance.

The Sponsoring Local Organization and the Service further agree to all other terms, conditions and stipulations of said Watershed Work Plan Agreement not modified herein.

Hemphill County
Soil and Water Conservation District
 Local Organization
Box 248 Canadian, Texas 79014
 Address Zip Code

By [Signature]
 Title Chairman
 Date 4-2-75

The signing of this agreement was authorized by a resolution of the governing body of the Hemphill County Soil and Water Conservation District Local Organization adopted at a meeting held on April 2, 1975

[Signature]
 Secretary, Local Organization
 Date 4-2-75

Box 248 Canadian, Texas 79014
 Address Zip Code

Wheeler County
Soil and Water Conservation District
Local Organization

11411 1st 49091
Address Zip Code

By Jesse W. Hamilton
Title Chairman
Date 4-3-75

The signing of this agreement was authorized by a resolution of the governing body of the Wheeler County Soil and Water Conservation District

Local Organization
adopted at a meeting held on 4-3-75

Alvin Z. Gresh
Secretary, Local Organization

Box 1157 - Wheeler, Tex 79096
Address Zip Code

Date 4-3-75

Roberts County
Soil and Water Conservation District
Local Organization

Box 85 MIAMI, TEX. 79059
Address Zip Code

By Earl Smyth
Title VICE-CHAIRMAN
Date 3/25/75

The signing of this agreement was authorized by a resolution of the governing body of the Roberts County Soil and Water Conservation District

Local Organization
adopted at a meeting held on March 25, 1975

R. A. Flowers Jr.
Secretary, Local Organization

Box 336 MIAMI, TEX. 79059
Address Zip Code

Date 3/25/75

Soil Conservation Service
United States Department of Agriculture

Approved by: L. D. Peterson Acting
State Conservationist
APR 15 1975
Date

SUPPLEMENTAL
WATERSHED WORK PLAN NO. I

Texas Portion

of

UPPER WASHITA RIVER WATERSHED
of the Washita River Watershed
Hemphill, Wheeler, and Roberts Counties, Texas

March 1975

PURPOSE OF THE SUPPLEMENTAL WORK PLAN

The purpose of this supplemental watershed work plan for Texas portion of the Upper Washita River watershed is to provide a method to treat critical sediment source areas in the watershed not now provided for in the work plan.

The original work plan provided flood prevention funds for accelerated technical assistance to help landowners of the watershed to plan and apply land treatment measures and provided for the installation of a system of 38 floodwater retarding structures. The accelerated land treatment assistance and the structural measures have been completed.

There now exist in the watershed critical sediment source areas which need to be stabilized to reduce erosion and sedimentation, protect structural measures and improve environmental conditions.

The purpose of this supplement is to provide for the use of flood prevention funds on a cost-share basis to install land treatment measures to control and stabilize critical sediment source areas.

WATERSHED PROBLEMS

Although the structural measures and accelerated land treatment measures have been installed, there still remain areas which yield high rates of sediment. Erosion from critical areas is a problem and critical area treatment is especially important in providing additional cover that will reduce the rate of silt laden runoff which fills downstream reservoirs, pollutes streams and river reducing both quality of water and capacity to carry water, damage roads and bridges and provides deposition to downstream flood plains and adversely affects the overall quality of our rural environment.

WORKS OF IMPROVEMENT TO BE INSTALLED

The works of improvement to be installed consist of land treatment measures necessary to stabilize critical sediment source areas. These measures include shaping, clearing, preparation for vegetation, mulching, fertilizing, vegetating, fencing, and construction of appurtenant grade stabilizing structures such as pipe drops, drop inlets, formless concrete chutes, diversions and dams. Vegetation will include plants such as trees, shrubs, vines, grasses and legumes.

EXPLANATION OF INSTALLATION COSTS

The total estimated cost of installing the planned measures is \$240,000, of which \$160,000 is for construction (stabilization) cost and \$80,000 is for technical assistance. Of the \$160,000 cost for construction, 90 percent or \$144,000 will be federal cost and 10 percent or \$16,000 will be local cost.

BENEFITS FROM WORKS OF IMPROVEMENTS

These land treatment measures when efficiently applied to the critical areas and properly maintained will be effective in the prevention of the deterioration of the watershed. Valuable soil that is irreplaceable will be protected and further loss of a resource will be prevented. The productivity and monetary value of adjoining areas will be maintained or enhanced by the healing of these critical areas. Benefits will accrue from protection of land and improvements which otherwise would be damaged through the extension of gully systems. Society as a whole will benefit through the prevention of destruction of an irreplaceable resource. Sediment being delivered to downstream reservoirs, flood plains and streams will be reduced.

Vegetative treatment of these areas will provide additional habitat, cover, protection and breeding places for wildlife. This in turn can help to maintain the ecological balance of nature.

Treatment of the exposed areas will improve the appearance and enhance the beauty of the terrain for the air and land travelers by minimizing or eliminating the visual impact of raw eroding areas.

Economic conditions will be improved by maintaining the productivity of the area and making it possible for owners and operators to continue with economic units on fewer acres. The community will benefit because the tax base will be maintained and strengthened so that tax supported community services can be financed.

The critical area stabilization measures will be established over a 4-year period. Each conservation district will be responsible for the work in their respective districts. The sponsoring local organization will acquire without cost to the Federal Government such construction permits as will be needed for the installation of critical area treatment measures included in this supplement. They will make arrangements with individuals, county

commissioners, or other groups responsible for the land on which the work is being installed. Planned measures to be cost-shared will be included in a resource conservation plan approved by the District. Depending on the preference of those concerned, installing the works of improvement will be handled by one of the following methods, (1) contract or (2) force account. An appropriate agreement will be entered into by the Service and Conservation District setting forth each fiscal year's anticipated work prior to beginning installation of any cost-share practice. This agreement will provide for the Service to work directly with landowners to install the works of improvement in accordance with the conservation plan approved by the District. Cost-sharing on planned measures will be 90 percent federal funds and 10 percent local funds. The necessary technical assistance will be furnished by the Service and cost-shared measures will be installed in accordance with Service standards and specifications.

OPERATION AND MAINTENANCE

The critical area stabilization measures will be maintained by the landowners, county commissioners, or other groups responsible for the land on which the work is being installed. Based on technical recommendation by the Soil Conservation Service, an operation and maintenance agreement will be entered into by the conservation district and the landowner concerned.

Provisions will be made for free access of District, State and Federal representatives to inspect all critical area stabilization measures at any time.

An establishment period of 2 years after the completion of the critical area stabilization measures is hereby prescribed. During this period, the Service may bear such part of the cost of any needed repairs as is proportionate to the original costs borne by the Service.

Operation and maintenance inspections for critical area stabilization measures will be made by the Service employee responsible for operation and maintenance inspection and the sponsors on an annual basis for the first 5 years, or after unusually severe floods, or after the occurrence of any other unusual conditions that might adversely affect these measures.

TABLE 1 - ESTIMATED PROJECT INSTALLATION COST
 Upper Washita River Watershed
 Texas Portion

Installation Cost Item	Unit	Federal Land	Non Federal Land	Other	Estimated Cost (Dollars)		
					Federal Funds	Non Federal Land	Other
LAND TREATMENT							
Land Areas							
Cropland	Acres	62,000	62,000	-	298,050	-	298,050
Pastureland	Acres	8,000	8,000	-	38,025	-	38,025
Rangeland	Acres	209,000	209,000	-	803,090	-	803,090
Critical Area Stabilization	Acres	300	300	144,000	16,000	-	160,000
Technical Assistance				98,428	-	-	98,428
TOTAL LAND TREATMENT		xxx	xxx	xxx	242,428	1,155,165	1,397,593
STRUCTURAL MEASURES							
CONSTRUCTION							
Floodwater Retarding Structures	No.	-	38	2,092,647	-	-	2,092,647
Subtotal Construction				2,092,647	-	-	2,092,647
Engineering Services				272,044	-	-	272,044
Project Administration							
Construction Inspection				230,191	-	-	230,191
Other				260,491	19,000	-	279,491
Subtotal Administration				490,682	19,000	-	509,682
Other Cost							
Land Rights							
Subtotal -Other					95,835	-	95,835
TOTAL STRUCTURAL MEASURES				2,855,373	114,835	-	2,970,208
TOTAL PROJECT				3,097,801	1,270,000	-	4,367,801

1/ Price Base: Critical Area Stabilization 1975. All other measures actual cost.
 2/ All items installed except Critical Area Stabilization.