

**REVISED WATERSHED AGREEMENT NO. 1**

**BETWEEN THE**

**Locust Creek Watershed District  
(Referred to herein as LCWD)**

**North Central Missouri Regional Water Commission  
(Referred to herein as NCMRWC)**

**Sullivan County Soil and Water Conservation District**

**Putnam County Soil and Water Conservation District**

**Sullivan County Commission**

**Putnam County Commission**

**(The aggregate referred to herein as Sponsors)**

**AND THE**

**United States Department of Agriculture,**

**Natural Resources Conservation Service**

**(Referred to herein as NRCS)**

Whereas, the watershed plan for the East Locust Creek Watershed, State of Missouri, executed by the Sponsors named herein and the Natural Resources Conservation Service, became effective on the first day of July, 1987; 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 NRCS; and

Whereas, in order to carry out the watershed plan for said watershed, it has become necessary to revise and supersede said watershed agreement; and

Whereas, a revised plan-EIS which modifies the watershed plan dated July, 1987 for said watershed has been developed through the cooperative efforts of the Sponsors and NRCS;

Now, therefore, the Secretary of Agriculture, through NRCS, and the Sponsors hereby agree on the revised watershed plan-EIS and that the works of improvement for this revised project will be installed, operated, and maintained in accordance with the terms, conditions, and stipulations provided for in this revised watershed plan/environmental impact statement and including the following:

**REAL PROPERTY:**

1. The Sponsors will acquire such real property as will be needed in connection with the works of improvement. The percentages of the real property acquisition costs to be borne by the Sponsors and NRCS are as follows:

Works of Improvement (Structural Measures)	NRCS (percent)	LCWD (percent)	NCMRWC (percent)	Estimated Real Property Costs (dollars)
Multiple-Purpose Reservoir	12.4	0.0	87.6	13,811,700
5 Small Sediment & Debris Basins	0.0	0.0	100.0	13,400
22 Small FWR Structures	0.0	100.0	0.0	130,100

The Sponsors agree that all land acquired or improved with Public Law 83-566 financial or credit assistance will not be sold or otherwise disposed of for the evaluated life of the project, except to a public agency which will continue to maintain and operate the development in accordance with the Operation and Maintenance Agreement.

**RELOCATION PAYMENTS AND ASSURANCES:**

2. The Sponsors hereby agree that they will comply with all policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601 et. seq. as implemented by 7 C.F.R. Part 21) when acquiring real property interests for this federally assisted project. If the Sponsors are legally unable to comply with the real property acquisition requirements of the Act, they agree that, before any federal financial assistance is furnished, they will provide a statement to that effect, supported by an opinion of the chief legal officer of the state containing a full discussion of the facts and law involved. This statement may be accepted as constituting compliance. In any event, the Sponsors agree that they will reimburse owners for necessary expenses as specified in 7 C.F.R. 21.1006(c) and 21.1007.

The cost of relocation payments in connection with the displacements under the Uniform Act will be shared by the Sponsors and NRCS as follows:

Works of Improvement (Structural Measures)	NRCS (percent)	LCWD (percent)	NCMRWC (percent)	Estimated Relocation Costs (dollars)
Multiple-Purpose Reservoir	54.4	0.00	45.6	2,695,300

**WATER, MINERAL, AND OTHER RESOURCE RIGHTS:**

3. The Sponsors will acquire or provide assurance that landowners or water users have acquired such water, mineral, and other resource rights pursuant to state law as may be needed in the installation and operation of the works of improvement.

**PERMITS:**

4. The Sponsors will obtain all necessary federal, state, and local permits required by law, ordinance, or regulation for installation of the works of improvement.

**CONSTRUCTION COSTS:**

5. The percentages of construction costs for structural measures to be paid by the Sponsors and NRCS are as follows:

Works of Improvement (Structural Measures)	NRCS (percent)	LCWD (percent)	NCMRWC (percent)	Estimated Construction Costs (dollars) <sup>a</sup>
Multiple-Purpose Reservoir <sup>a</sup>	75.0	0.0	25.0	17,483,700
7 Modified Small Structures	75.0	0.0	25.0	201,500
5 Small Sediment/Debris Basins	75.0	0.0	25.0	195,100
Recreational Facilities	75.0	0.0	25.0	2,609,400
Water Intake Tower	75.0	0.0	25.0	1,140,000
Raw Water Line	5.3	0.0	94.7	3,511,200
22 Small FWR Structures	100.0	0.0	0.0	1,434,200

a. Includes historic preservation costs.

**ENGINEERING SERVICES COSTS:**

6. The percentages of the engineering services costs to be borne by the Sponsors and NRCS are as follows:

Works of Improvement (Structural Measures)	NRCS (percent)	LCWD (percent)	NCMRWC (percent)	Estimated Engineering Services Costs (dollars)
Multiple-Purpose Reservoir <sup>a</sup>	100.0	0.0	0.0	4,439,400
7 Modified Small Structures	100.0	0.0	0.0	27,300
5 Small Sediment/Debris Basins	100.0	0.0	0.0	27,200
Recreational Facilities	75.0	0.0	25.0	309,600
Water Intake Tower	75.0	0.0	25.0	250,800
Raw Water Line	0.7	0.0	99.3	772,500
22 Small FWR Structures	100.0	0.0	0.0	602,100

a. Includes construction inspection costs that the NRCS will incur.

**OPERATION, MAINTENANCE, AND REPLACEMENT:**

7. The Sponsors will be responsible for the operation, maintenance, and replacement of the 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. The term of this agreement is for the service life expectancy of the project beginning at construction completion. The service life for all measures except the large multiple-purpose reservoir is 75 years. The large multiple-purpose reservoir is for 100 years. Sponsors are responsible under the agreement with NRCS to perform the obligations of the OM&R agreement for the service life of each of the works of improvement, and may be responsible for OM&R after the agreement has expired if required by state and/or local laws and regulations.

The installed measures from the original plan include 72 small FWR structures completed prior to the authorization of this revised plan. These installed structures will either continue to function as intended, be totally inundated by the large multiple-purpose reservoir, or be modified in order to function immediately adjacent to the multiple-purpose reservoir. The Sponsors will also be responsible for the operation, maintenance, and replacement of these prior 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. These agreements will clearly identify the specific Sponsor responsible for each specific installed measure. The term of this agreement is for the service life expectancy of the project beginning at construction completion. The service life for all existing measures is 75 years. Sponsors are responsible under the agreement with NRCS to perform the obligations of the OM&R agreement for the service life of each of the works of improvement, and may be responsible for OM&R after the agreement has expired if required by state and/or local laws and regulations.

There will be an additional operation, maintenance, and replacement agreement entered into prior to issuing invitations to bid for construction work as mentioned above. However, at this time it is agreed upon by all the Sponsors that the operation, maintenance, and replacement responsibilities will be allocated to the specific Sponsor(s) listed in the following table:

Works of Improvement (Structural Measures)	Sponsor Responsible for Operation, Maintenance, & Replacement	
	LCWD	NCMRWC
Multiple-Purpose Reservoir		X
7 Modified Small Structures		X
5 Small Sediment/Debris Basins		X
Recreational Facilities		X
Water Intake Tower		X
Raw Water Line		X
22 Small FWR Structures	X	
58 Existing Small FWR Structures <sup>a</sup>	X	

- a. The 58 small FWR structures identified include all of the 72 existing small FWR structures, minus the 7 modified small structures, and minus the 7 small structures that will be inundated by the multiple-purpose reservoir.

OM&R for mitigation features of the new structural measures installed will be the responsibility of the Sponsor in charge of the OM&R for the specific type of structural measure(s) which the mitigation is implemented for unless otherwise agreed upon by NRCS and the Sponsor.

#### **PROJECT ADMINISTRATION:**

8. The NRCS, LCWD, and NCMRWC will bear the project administration costs that each incurs, estimated to be \$2,006,200, \$20,900 and \$788,900, respectively.

#### **OTHER ITEMS:**

9. The existing small floodwater retarding structures: E-26, E-27, E-28, E-38b, E-39, E-40, and E-41, installed in accordance with the original East Locust Creek Watershed Plan-EA signed in 1987, will be totally inundated by the installation of the multiple-purpose reservoir. An amount of \$341,000 of cost-share was provided by NRCS (formerly the Soil Conservation Service) to the Sponsors in accordance to prior agreements for the construction of said structures. The NCMRWC agrees to reimburse \$341,000 to NRCS for the elimination of said structures. This reimbursement will be made prior to completion of construction of the multiple-purpose reservoir identified in this revised plan.
10. Federal cost share rates will be implemented according to the Watershed Protection and Flood Prevention Act, Public Law 83-566, unless otherwise provided for in the appropriations for a given fiscal year.
11. The Sponsors will obtain agreements from owners of not less than 50 percent of the land above the multiple-purpose reservoir. These agreements state that the owners will carry out conservation farm or ranch plans on their land. The Sponsors will ensure that 75 percent of the land upstream of the multiple-purpose reservoir and each small floodwater retarding structure are adequately protected prior to construction of that particular measure.
12. The Sponsors will encourage landowners and operators to operate and maintain land treatment measures for the protection and improvement of the watershed.
13. The Sponsors agree to participate in and comply with applicable federal floodplain management and flood insurance program policies.
14. The costs shown in this plan are preliminary estimates. Final costs to be borne by the parties hereto, will be the actual costs incurred in the installation of the works of improvement.
15. This agreement is not a fund-obligating document. Financial and other assistance to be furnished by NRCS in carrying out the plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.

16. A separate agreement will be entered into between NRCS and the Sponsors 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.
17. This plan may be amended or revised only by mutual agreement of the parties hereto, except that NRCS may de-authorize or terminate funding at any time it determines the Sponsors have failed to comply with the conditions of this agreement. In this case, NRCS shall notify the Sponsors in writing of the determination and the reasons for the de-authorization of project funding, together with the effective date. Payments made to the Sponsors or recoveries by NRCS shall be in accordance with the legal rights and liabilities of the parties when project funding has been de-authorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between NRCS and the Sponsors having specific responsibilities for the measure involved.
18. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and American's With Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Agriculture or any agency thereof.
19. The Sponsors will provide leadership in developing an Emergency Action Plan (EAP) and will update the EAP annually with local emergency response officials. NRCS will provide technical assistance in preparation and updating of the EAP. The purpose of the EAP is to outline appropriate actions and to designate parties responsible for those actions in the event of a potential failure of a floodwater retarding structure. The NRCS State Conservationist is to determine that an EAP is prepared for each high hazard dam prior to the initiation of construction.
20. **Certification Regarding Drug-Free Workplace Requirements (7 CFR 3017, Subpart F).**

By signing this watershed agreement, the Sponsors are providing the certification set out below. If it is later determined that the Sponsor knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.



Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including pleas of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

Criminal drug statute means a federal or non-federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: 1) all direct charge employees, 2) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant, and 3) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

**Certification:**

A. The Sponsors certify that they will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantees workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) The danger of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).

- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
    - (a) Abide by the terms of the statement; and
    - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
  - (5) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
  - (6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4)(b), with respect to any employee who is so convicted:
    - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).
- B. The Sponsors may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.
- C. Agencies shall keep the original of all disclosure reports in the official files of the agency.
21. Certification Regarding Lobbying (7 CFR 3018) (applicable if this agreement exceeds \$100,000).
- (1) The Sponsors certify to the best of their knowledge and belief, that:
    - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.



- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (c) The Sponsors shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
22. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (7 CFR 3017).
- (1) The Sponsors certify to the best of their knowledge and belief, that they and their principals:
    - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
  - (2) Where the primary Sponsors are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

**Locust Creek Watershed District**

Richard Morgan  
By

23487 Eclipse Drive  
Address

Sec.  
Title

Milan Mo. 63556  
City State Zip Code

1-25-2007  
Date

The signing of this plan was authorized by a resolution of the governing body of the Locust Creek Watershed District adopted at a meeting held on 1-18-2007.

**North Central Missouri Regional Water Commission (NCMRWC)**

Peter H. Wilson  
By

1098 Highway E  
Address

Chairman  
Title

Milan MO. 63556  
City State Zip Code

1-25-07  
Date

The signing of this plan was authorized by a resolution of the governing body of the NCMRWC adopted at a meeting held on Sept. 11-06.

**Sullivan County Soil and Water Conservation District (SWCD)**

Larry Stephenson  
By

23487 Eclipse Drive  
Address

Chairman  
Title

Milan Mo 63556  
City State Zip Code

1-25-07  
Date

The signing of this plan was authorized by a resolution of the governing body of the Sullivan County SWCD adopted at a meeting held on Aug 7 - 2006.

**Putnam County Soil and Water  
Conservation District (SWCD)**

Joseph W. Kaenen  
By

28988 US Hwy 136  
Address

SWCD Secretary  
Title

Unionville MO 63565  
City State Zip Code

01/25/07  
Date

The signing of this plan was authorized by a resolution of the governing body of the Putnam County SWCD adopted at a meeting held on August 30, 2006.

**Sullivan County Commission**

Chris May  
By

109 N. Main St.  
Address

Presiding Commissioner  
Title

Milan Mo. 63556  
City State Zip Code

01-25-07  
Date

The signing of this plan was authorized by a resolution of the governing body of Sullivan County, Missouri adopted at a meeting held on August 22, 2006.

**Putnam County Commission**

Charlie Fowler  
By

Room 204 Courthouse  
Address

presiding commissioner  
Title

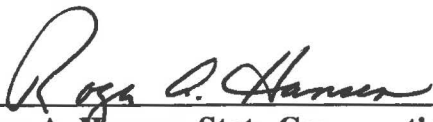
Unionville MO 63565  
City State Zip Code

1-25-07  
Date

The signing of this plan was authorized by a resolution of the governing body of Putnam County, Missouri adopted at a meeting held on Aug 28 2006.

**Natural Resources Conservation Service  
United States Department of Agriculture**

Approved by:

  
\_\_\_\_\_  
Roger A. Hansen, State Conservationist

  
\_\_\_\_\_  
Date