

# COMMISSIONER'S RECORD O

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**OBJECT** - This agreement between Douglas County, Kansas, hereinafter called the County, and the Soil Conservation Service, United States Department of Agriculture, hereinafter called the Government, is entered into in order to make possible the removal of considerable debris and the unplugging of the stream channel of the Kaw River above the so-called Eudora Bridge, deposited by the serious flood of 1951, to protect valuable farm land which will be endangered if debris is not removed and river cuts a new channel.

**AUTHORITY** - The Soil Conservation Service, in the prosecution of its program, namely, permanently controlling and preventing soil erosion, has been authorized by the Act #46 of the 74th Congress to enter into agreements with any agency or any person, subject to such conditions as the Secretary may deem necessary.

**PURPOSE** - It is the intention of the parties to accomplish the above-mentioned object in the manner and under the conditions hereinafter stipulated, for their mutual benefit and for the benefit of the people of the United States.

## WITNESSETH

WHEREAS, the Eudora Bridge, which crosses the Kaw River, connecting Douglas County and Leavenworth County, is owned and maintained jointly by the said counties. The counties are interested in restoring the bridge and approaches thereto to their designed use and stability simultaneously with the debris cleaning operation. It has been determined that the entire job be a cooperative effort between the two aforementioned counties and the Government. For this purpose, Leavenworth County has designated Douglas County as its agent to enter into such contracts and/or agreements necessary to complete the operations, as evidenced by action of the Board of Commissioners, Leavenworth County, recorded in the official minutes of the Board December 27, 1951.

### A. THEREFORE, Douglas County agrees to:

1. Contract for necessary work to remove the debris from the Kaw River immediately above the Eudora Bridge. All contracts are to be reviewed and approved by the Contracting Officer, Soil Conservation Service.
2. Furnish personnel for engineering and supervision of operations of contracts.
3. Maintain necessary records of contract costs. Such records shall be available for inspection by authorized representative(s) of the Soil Conservation Service.
4. Pay contractor(s) direct for work performed.
5. Use county-owned equipment and county employees, or in lieu thereof by contract, to rebuild bridge approaches and/or make required repairs to bridge structure.
6. That the Government shall not be liable for any injury to personnel or property incurred in connection with the prosecution of the work under this agreement, except as provided by law.

### B. The Government, in consideration of the promises and agreements made on the part of the County, and the erosion control benefits to be derived from the accomplishment of the purposes herein set forth, agrees as follows:

1. To reimburse the County for actual contract costs of removing debris upon receipt of an itemized amount.

### C. It is mutually agreed:

1. That this agreement shall become effective when signed by the last signatory and continue to June 30, 1952.
2. That this agreement may be amended or supplemented upon the mutual consent of the parties.
3. That this agreement may be terminated by mutual consent of the parties at any time, provided that the Government shall make payment to the County for any payments made by the County to contractor(s) prior to effective date of termination.
4. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted by any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.
5. Under no circumstances shall the Government make payment to the County which would constitute payment for use of County-owned equipment or salaries or wages of County personnel assigned to this cooperative project.
6. The amount of obligation to the Government shall not exceed \$9,000.00.
7. In connection with the performance of work under this agreement, the County agrees not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin; and further agrees to insert the foregoing provision in all contracts hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement.

BOARD OF COMMISSIONERS  
DOUGLAS COUNTY, KANSAS

January 4, 1952

By: /s/ Ray C. Ogden