

**FLOOD PREVENTION  
OPERATION AND MAINTENANCE AGREEMENT**

**KICKAPOO SANDY CREEK WATERSHED**

THIS AGREEMENT, made and entered into this 17th day of December, 1962, by and between the MURRAY COUNTY SOIL AND WATER CONSERVATION DISTRICT, hereinafter referred to as the "SWCD" and the KICKAPOO SANDY CONSERVANCY DISTRICT #32, hereinafter referred to as the "Conservancy District", relates to the operation and maintenance of the following described works of improvement.

Joy Creek, Big John Creek and Little John Creek located in the Kickapoo Sandy Creek Watershed, a tributary of the Washita River located in Murray County, Oklahoma.

Whereas, the Murray County Soil and Water Conservation District has entered into an agreement with the Soil Conservation Service, U.S. Department of Agriculture in regard to the operation and maintenance of approximately 10 miles of channel improvement in the Kickapoo Sandy Watershed;

In consideration of the benefits set out in said agreement the Conservancy District agrees to be responsible for the maintenance of all channel works of improvement and hereby release the SWCD from any liability for said maintenance.

**I. OPERATIONS**

**A. The SWCD will:**

1. Provide such technical service as is available for assistance in the proper operation of the works of improvement listed above.

**B. The Conservancy District will:**

1. Accept full responsibility for the structural design and furnish assurance that any and all structural repairs and/or replacements will be promptly installed as needed to keep the structures functioning as planned.
2. Channel Improvement. Encourage landowners and/or operators to install swinging type flood gate where the property line fence(s) cross the constructed channel. Prohibit obstruction of any kinds other than "water type" gates being placed in any portion of the channel. Prohibit the installation of dikes or other structures in the channel which may decrease the capacity of the channel or deflect the flow from the constructed channel bottom.
3. Provide free access to SWCD representatives to inspect facilities at any time.

4. Pipe Drop or Sed Flumes. Prohibit obstructions of any kind being placed in the upstream or downstream end of the pipe drop or in the vegetative channel of the sed flumes.
5. Take all other necessary steps to insure that the works of improvements are permitted to function in the manner for which they are designed and are operated in accordance with applicable State law.

**II. What both will do:**

The SWCD and the Conservancy District will each appoint a member to an inspection maintenance team of which a third member will be the work unit conservationist of the Soil Conservation Service Staff of the Murray County SWCD, hereinafter referred to as the "Maintenance Inspection Team".

**III. The Sponsoring Local Organization shall:**

1. Have made an annual inspection by a designated team to insure the proper operation and maintenance of the improved channel identified in the Work Plan as Little John Creek, Big John Creek and Joy Creek. Additional inspections may and should be made during the course of the year, at the suggestion of either party to this agreement, when there is a major storm or any unusual condition that might adversely affect the proper functioning of the structure. Items to be checked at the time of the inspection shall include, but not be limited to, the following:
  - (1) Debris accumulation (includes lodgings against bridges, fences, water gates or general accumulations in the channel).
  - (2) Vegetative growth within channel (including tall grass, weeds, brush and trees).
  - (3) Sedimentation.
  - (4) Bank erosion and/or undermining.
  - (5) Channel scouring.
  - (6) Other.
2. The inspection team shall prepare a report of their findings and recommendations. Distribution of the report shall be as follows:

Sponsoring Organization	- Original
Murray County SWCD	- Copy
Soil Conservation Service	= Copy (WSC shall forward to Area Conservationist for transmittal to State Conservationist)
3. All maintenance needs that are mutually agreed to be necessary, by the inspection team, shall be performed within the time limits mutually agreed to by the inspection team.

- 4. Current records shall support all maintenance work performed and be available for review by those concerned.
- 5. Annual maintenance cost for channel improvement and/or maintenance to carry out this responsibility will be secured from a prorated assessment of acres benefitted.
- 6. Equipment, material and methods normally required for operation and maintenance are, but not limited to:

- (1) Equipment needed to plant, fertilize, and mow grass, build and repair fences, water gates and bridges, removing and disposing of debris and sediment

Should herbicides be used to control competitive vegetation, they will be safe to wildlife and domesticated animals and be applied in accordance with State law and due regard for susceptible crops.

No member or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

**Murray County Soil & Water  
Conservation District**

BY *Boyd Johnson*  
 Title: *Treas*  
 Date *12-6-62*

This action authorized at an official meeting of District Board on *6* day of *December*, 1962, at *Tulphae* State of Oklahoma.  
 Attest: *Paul E. Thompson*  
 Title *Secy + Treas*

**Kickapoo Sandy Conservancy  
District #33**

By \_\_\_\_\_  
 Title *Boyd Frank*  
 Date *12-17-62*

This action authorized at an official meeting on *17* day of *December*, 1962, at *Davis*, State of Oklahoma.  
 Attest: *L. A. H. Harris*  
 Title *Treas*

**Soil Conservation Service**

By *Ray Walker*  
 Title *State Conservationist*  
 Date *December 21, 1962*