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WATERSHED PROTECTION  
OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of August, 1958, by and between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the "Service" and the Casey Valley Soil Conservation District, hereinafter referred to as the "Sponsoring Local Organization", relates to the Operation and maintenance of the following described Works of Improvement:

Sites No. 1, 2, 3, 4, 5, and 6 of Double Creek watershed of the Casey River watershed located in Osage and Washington Counties, Oklahoma.

Approximate annual cost for operation and maintenance - \$300.00

**I. OPERATION**

The parties hereto agree as follows to the operation of the above described Works of Improvement:

**A. The Service will:**

1. Provide through the Sponsoring Local Organization such technical services as are available for assistance in the proper operation of the Works of Improvement.

**B. The Sponsoring Local Organization will:**

1. Be responsible for operation upon actual agreement as to satisfactory status of earthwork, vegetative cover and other appurtenances to the structure.
2. Prohibit the installation of obstructions of any kind being placed in any portion of the principal or emergency spillways.
3. Prohibit any works to raise any portion of the spillways above the planned elevation or to deflect or decrease the planned flow through the spillways in any manner.
4. Take all other necessary steps to insure that the structures are permitted to function in the manner for which they were designed.

**II. MAINTENANCE**

The parties hereto agree as follows to the maintenance of the above described Works of Improvement:

**A. The Service will:**

1. Inspect the described Works of Improvement at least annually.

2. Prepare a report of inspection findings, recommending maintenance work needed, and indicating when such work should be completed. A copy of this report will be furnished the Sponsoring Local Organization.
3. Provide such technical services as are needed and available for preparing plans, designs and specifications and for maintenance items requiring this service.
4. Repair, replace or alter any damaged portion of the Works of Improvement caused by inadequate original design or construction, and damage resulting therefrom. Contingent upon the availability of funds.

**B. The Sponsoring Local Organization will:**

1. Inspect the Works of Improvement at least annually and after every major storm or the occurrence of any other unusual condition that might adversely affect the Works of Improvement to insure proper functioning of the structures and to check for possible damage or deterioration. Items to be checked at time of inspection will include, but not be limited to, the following:

**a. Principal spillways.**

- (1) Damage or obstructions.
- (2) Condition of outlet and riser.
  - (a) Signs of seepage.
  - (b) Separation of joints.
  - (c) Cracks or breaks.
  - (d) Differential settlement.

**b. Emergency spillways - drainage ways.**

- (1) Erosion.
- (2) Sedimentation.
- (3) Weeds, logs and other obstructions or accumulations reducing channel capacity.

**c. Reservoir area.**

- (1) Undesirable vegetative growth.
- (2) Out or fallen trees.
- (3) Slack and other debris.

**d. Embankments.**

- (1) Settlement or cracking.
- (2) Erosion
- (3) Leakage.
- (4) Rodent, wildlife or livestock damage.
- (5) Condition of vegetative cover.

**e. Flood channel.**

- (1) Sedimentation.
- (2) Bank cutting.
- (3) Debris accumulation.
- (4) Condition of riprap and other works.
  - (a) Undermining.
  - (b) Damage or deterioration.
  - (c) Adjacent channel scouring.
- (5) Adjacent property damage.

**f. Fences and Gates.**

- (1) General condition - repairs needed.
  - (a) Loose or damaged posts.
  - (b) Loose or broken wires.
  - (c) Accumulated debris.
  - (d) Open gates.

2. Perform all maintenance needs that are mutually agreed to be necessary by the inspection party (Spencer and Service). These "Agreed to" maintenance needs will be performed within the time limits mutually agreed to by the above mentioned inspection teams. Maintenance will include, but not be limited to the following:

- a. Remove and burn debris.
- b. Refill, smooth and vegetate rilling on embankments, spillways, and drainage ways.

- c. Realign disposal channel where needed.
  - d. Repair damaged riprap or other works.
  - e. Repair gates and fences where needed.
  - f. Complete other maintenance work as indicated in these mutually-agreed-upon inspection reports.
3. Prepare a report for each inspection performed and furnish one copy to the Service. Maintain a record of all maintenance work performed and make such records available for review by the Service.

**XIX. IT IS MUTUALLY AGREED THAT:**

- A. Duly authorized S.G.S. and Geological Survey, U.S.D.I., representatives shall have the right of free access to inspect the Works of Improvement at any time.
- B. Whenever possible, the parties to this agreement will make their annual inspections jointly. Annual inspections will be made during the month of June. Any supplemental inspections then determined necessary will be scheduled and agreed to at that time.
- C. The Sponsoring Local Organization will secure prior Service approval of any agreements to be entered into with other parties for any operation or maintenance of these Works of Improvement and furnish the Service with copies of such agreements. The Sponsoring Local Organization also will notify in writing the party assuming operation or maintenance responsibilities under the agreement and provide the Service with two copies of such notification.
- D. The Service will furnish Local Sponsoring Organization copy of all evaluation studies, storm reports, etc., within 30 days after final draft is written.
- E. It is proposed that operations and maintenance funds will be raised by one, or a combination of the following means:
  - a. Solicitation from bottomland farmers receiving benefits through the project.
  - b. Donations and solicitations from community spirited businessmen and civic organizations.
  - c. Gandy Valley Soil Conservation District funds as available to supplement other sources, when other sources are inadequate to meet total needs.
  - d. In the event a Conservancy District is established on the Gandy River for the purpose of P.L.566 work, it is hoped to include this benefited area, thereby providing a source of funds for this purpose.

An attempt will be made to set up a regular Operations and Maintenance fund that can be added to and held in reserve for use as emergencies dictate.

No member of 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.

Caney Valley Soil Conservation Dist.  
By *Walter Mearns*  
Title *Chair*  
Date August 6, 1958

This action authorized at an official meeting of the Board of Supervisors on 5th day of August, 1958, at *Bartlesville*, *Okl.*  
Attest: *Glen L. Muller*  
Title Work Unit Conservationist

UNITED STATES DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE

BY: *Ray Walker*  
TITLE: State Conservationist  
DATE: September 10, 1958