

OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT MADE ON 18 February 1988 IS BETWEEN THE MUSKOGEE COUNTY CONSERVATION DISTRICT, OKMULGEE COUNTY CONSERVATION DISTRICT AND THE CANE CREEK CONSERVANCY DISTRICT HEREINAFTER REFERRED TO AS THE SPONSORS, AND THE SOIL CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, HEREINAFTER REFERRED TO AS THE SCS.

THE SPONSORS AND SCS AGREE TO CARRY OUT THE TERMS OF THIS AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE PRACTICE(S) IN THE STATE OF OKLAHOMA. THE PRACTICE COVERED BY THIS AGREEMENT IS A FLOODWATER RETARDING STRUCTURE ON CANE CREEK, SITE NO. 3.

I. OPERATIONS

A. THE SPONSORS WILL BE RESPONSIBLE FOR OPERATING THE MEASURE WITHOUT COST TO SCS AS FOLLOWS;

1. IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS;
2. IN COMPLIANCE WITH THE CONDITIONS SET OUT IN THE INSTRUMENTS BY WHICH RIGHTS WERE ACQUIRED TO INSTALL, OPERATE, AND MAINTAIN THE MEASURE;
3. IN A MANNER THAT WILL PROTECT THE ENVIRONMENT AND PERMIT THE MEASURE TO SERVE THE PURPOSE FOR WHICH INSTALLED AS SET FORTH IN THE PROGRAM AGREEMENT;
4. IN KEEPING WITH THE REQUIREMENTS TO PROVIDE INSPECTION, OPERATION, AND MAINTENANCE REPORTS WITHIN THE TIME FRAME PROVIDED IN THE ATTACHED PLAN;

B. SCS WILL, UPON REQUEST OF THE SPONSORS AND TO THE EXTENT THAT ITS RESOURCES PERMIT, PROVIDE CONSULTATIVE ASSISTANCE IN THE OPERATION OF THE STRUCTURAL MEASURES.

II. MAINTENANCE

A. THE SPONSORS WILL:

1. BE RESPONSIBLE FOR AND PROMPTLY PERFORM OR HAVE PERFORMED WITHOUT COST TO SCS ALL MAINTENANCE OF THE MEASURES DETERMINED BY EITHER THE SPONSORS OR SCS TO BE NEEDED.
2. OBTAIN PRIOR SCS APPROVAL OF ALL PLANS, DESIGNS AND SPECIFICATIONS FOR MAINTENANCE WORK.

B. SCS WILL, UPON REQUEST OF THE SPONSORS AND TO THE EXTENT THAT ITS RESOURCES WILL PERMIT, PROVIDE CONSULTATIVE ASSISTANCE IN THE MAINTENANCE OF THE MEASURES.

III. REPLACEMENT

A. THE SPONSORS WILL BE RESPONSIBLE FOR THE REPLACEMENT OF PARTS OR PORTIONS OF THE MEASURE WHICH HAVE A PHYSICAL LIFE OF LESS DURATION THAN THE EVALUATED LIFE OF THE MEASURE.

B. SCS WILL, UPON REQUEST OF THE SPONSORS, PROVIDE CONSULTATIVE ASSISTANCE IN THE REPLACEMENT OF MEASURE PARTS OR PORTIONS.

IV. PLAN OF OPERATION AND MAINTENANCE

SCS IN COORDINATION WITH THE SPONSORS WILL PREPARE A DETAILED PLAN OF OPERATION AND MAINTENANCE FOR EACH MEASURE COVERED BY THIS AGREEMENT. MORE THAN ONE MEASURE MAY BE INCLUDED IN A SINGLE PLAN PROVIDED THAT THE MEASURES ARE SUFFICIENTLY SIMILAR TO WARRANT SUCH ACTION. EACH SUCH PLAN SHALL BE ATTACHED TO AND BECOME A PART OF THIS AGREEMENT.

V. INSPECTIONS AND REPORTS

A. THE SPONSORS WILL INSPECT THE MEASURES AT LEAST ANNUALLY AND AFTER EACH MAJOR STORM OR OCCURRENCE OF ANY UNUSUAL CONDITION THAT MIGHT ADVERSELY AFFECT THE MEASURE.

B. SCS OR FEDERAL LAND ADMINISTERING AGENCY MAY INSPECT THE MEASURE AT ANY REASONABLE TIME DURING THE PERIOD COVERED BY THIS AGREEMENT. AT THE DISCRETION OF THE STATE CONSERVATIONIST, SCS PERSONNEL MAY ASSIST THE SPONSORS IN THEIR INSPECTION.

C. A WRITTEN REPORT WILL BE MADE OF EACH INSPECTION. A COPY OF EACH REPORT WILL BE PROVIDED BY THE INSPECTING PARTY TO THE OTHER PARTY WITHIN 10 DAYS OF THE DATE ON WHICH THE INSPECTION WAS MADE. THE REPORT WILL DESCRIBE THE CONDITIONS FOUND AND LIST ANY CORRECTIVE ACTION NEEDED WITH A TIME FRAME TO COMPLETE EACH ACTION.

VI. TIME OF RESPONSIBILITY

THE SPONSORS' RESPONSIBILITY FOR OPERATION AND MAINTENANCE BEGINS WHEN A PART OF, OR ALL OF, THE WORK OF INSTALLING A MEASURE IS COMPLETED AND ACCEPTED OR IS DETERMINED COMPLETE BY SCS. THIS RESPONSIBILITY SHALL CONTINUE UNTIL THE EXPIRATION OF THE EVALUATED LIFE OF ALL THE INSTALLED PROJECT MEASURES. THIS DOES NOT RELIEVE THE SPONSORS' LIABILITY WHICH CONTINUES THROUGHOUT THE LIFE OF THE MEASURE OR UNTIL THE MEASURE IS MODIFIED TO REMOVE POTENTIAL LOSS OF LIFE OR PROPERTY.

VII. RECORDS

THE SPONSORS WILL MAINTAIN IN A CENTRALIZED LOCATION A RECORD OF ALL INSPECTIONS AND SIGNIFICANT ACTIONS TAKEN, COST OF PERFORMANCE AND COMPLETION DATE WITH RESPECT TO OPERATION, MAINTENANCE AND REPLACEMENT. SCS MAY INSPECT THESE RECORDS AT ANY REASONABLE TIME DURING THE TERM OF THE AGREEMENT.

VIII. GENERAL

A. THE SPONSORS WILL:

1. PROHIBIT THE INSTALLATION OF ANY STRUCTURE OR FACILITIES THAT WILL INTERFERE WITH THE OPERATION OR MAINTENANCE OF THE PROJECT MEASURES.

2. OBTAIN PRIOR SCS APPROVAL OF THE PLANS AND SPECIFICATIONS FOR ANY ALTERATION OR IMPROVEMENT TO THE STRUCTURAL MEASURES.

3. OBTAIN PRIOR SCS APPROVAL OF ANY AGREEMENT TO BE ENTERED INTO WITH OTHER PARTIES FOR THE OPERATION AND MAINTENANCE OF ALL OR ANY PART OF THE PROJECT MEASURES, AND PROVIDE SCS WITH A COPY OF THE AGREEMENT AFTER IT HAS BEEN SIGNED BY THE SPONSOR AND THE OTHER PARTY.

B. SCS PERSONNEL WILL BE PROVIDED THE RIGHT OF FREE ACCESS TO THE PROJECT MEASURES AT ANY REASONABLE TIME FOR THE PURPOSE OF CARRYING OUT THE TERMS OF THIS AGREEMENT.

C. THE RESPONSIBILITIES OF THE SPONSORS UNDER THIS AGREEMENT ARE EFFECTIVE SIMULTANEOUSLY WITH THE ACCEPTANCE OF THE PROJECT MEASURES IN WHOLE OR IN PART.

D. COMPLY WITH THE ATTACHED PROPERTY MANAGEMENT STANDARDS.

MUSKOGEE COUNTY CONSERVATION DISTRICT

THIS ACTION WAS AUTHORIZED AT AN OFFICIAL MEETING OF THE SPONSOR NAMED IMMEDIATELY ABOVE ON January 14, 1988 AT Muskogee, OKLAHOMA.

BY *Jerry Walker*

ATTEST: *Cleto McCork*

TITLE: Chairman

TITLE: District Secretary

DATE: Jan. 14, 1988

OKMULGEE COUNTY CONSERVATION DISTRICT

THIS ACTION WAS AUTHORIZED AT AN OFFICIAL MEETING OF THE SPONSOR NAMED IMMEDIATELY ABOVE ON JAN 20 1988 AT OKMULGEE, OKLAHOMA.

BY *W. J. Dellsoner*

ATTEST: *Chris Anderson*

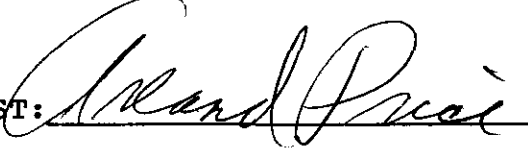
TITLE: CHAIRMAN

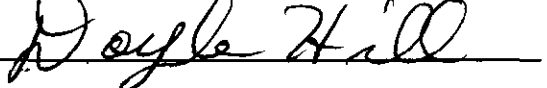
TITLE: Secretary

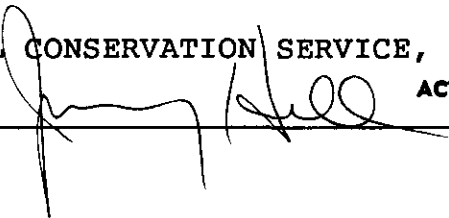
DATE: JAN 20 1988

CANE CREEK CONSERVANCY DISTRICT

THIS ACTION WAS AUTHORIZED AT AN OFFICIAL MEETING OF THE SPONSOR NAMED IMMEDIATELY ABOVE ON December 14, 1987 AT Okmulgee, OKLAHOMA.

ATTEST: 
TITLE: Secretary

BY 
TITLE: Chairman
DATE: December 14, 1987

SOIL CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE
BY  ACTING FOR TITLE: STATE CONSERVATIONIST