

*See attached
6-30-61 MB*

WATERSHED PROTECTION
OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of June, 1961, by and between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the "Service," and the Latimer County and LeFlore County Soil and Water Conservation Districts and the Fourche Maline Conservancy District hereinafter referred to as the "Sponsoring Local Organization," relates to the operation and maintenance of the following described works of improvement:

attached?

#1-14

Fourteen (14) floodwater retarding structures as described on Page 16, Figure 3, of the Fourche Maline Creek Watershed Work Plan, located in Latimer and LeFlore Counties, Oklahoma.

The estimated annual cost of operating and maintaining the works of improvement herein described is \$2,185, based on long-term price levels.

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 and maintenance simultaneously with acceptance of the work from the contractor.
2. Prohibit the installation of gates or other 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. Prohibit the installation of dikes or other structures which may decrease the capacity of the flood channel or deflect the flow from the constructed channel bottom.
5. 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.

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 deteriorations. Items to be checked at time of inspection will include, but not be limited to the following:
 - a. Principal spillways.
 - (1) Damage or deteriorations.
 - (2) Condition of outlet and riser.
 - (a) Signs of seepage.
 - (b) Separation of joints.
 - (c) Cracks or breaks.
 - (d) Differential settlement.
 - (3) Sediment level in relation to top of riser.
 - b. Emergency spillways - drainageways.
 - (1) Erosion.
 - (2) Sedimentation.
 - (3) Weeds, logs and other obstructions or accumulations reducing channel capacity.

(4) Conformity with original design (deposition or sloughing).

c. Reservoir area.

(1) Undesirable vegetative growth.

(2) Cut or fallen trees.

(3) Slash 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 ripraps and other works.

(a) Undermining.

(b) 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 indicated by Service inspection reports within the time limits specified and in such manner as not to damage the structures in any way. 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 drainageways.
 - c. Realign disposal channel where needed.
 - d. Repair damaged riprap or other works.
 - e. Repair fences and gates where needed.
 - f. Complete other maintenance work as indicated in Service 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.
4. Perform Operation and Maintenance by district equipment and local contract where applicable.
5. Obtain Operation and Maintenance funds by tax levy by the Fourche Maline Conservancy District against benefited lands of said districts.

III. IT IS MUTUALLY AGREED THAT:

- A. Government representatives will 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 inspection jointly. Annual inspections will be made during the month of July. 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 2 copies of such notification.

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.

Latimer County Soil and Water
Conservation District

By J. E. Butler
Chairman

Title Board of Supervisors

Date June 27, 1961

This action authorized at an official meeting of the Latimer County SWCD Board of Supervisors

on the 27th day of June, 1961, at Wilburton, Oklahoma.

Attest: Lloyd Elchurh
Title Secretary

LeFlore County Soil and Water
Conservation District

By Perry Chaffin
Chairman

Title Board of Supervisors

Date June 27, 1961

This action authorized at an official meeting of the LeFlore County SWCD Board of Supervisors

on the 27th day of June, 1961, at Wilburton, Oklahoma.

Attest: Robert Borden
Title Member

Fourche Maline
Conservancy District

By Robert Borden
Chairman

Title ~~XXXXXXXXXXXXXXXX~~

Date June 27, 1961

This action authorized at an official meeting of the Fourche Maline Conservancy District

on the 27th day of June, 1961, at Wilburton, Oklahoma.

Attest: Orville Lewis
Title Member

By _____

Title _____

Date _____

This action authorized at an official meeting of the _____

on the _____ day of _____, 19____, at _____, Oklahoma.

Attest: _____
Title _____

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By Ray Walker
Ray Walker

Title State Conservationist

Date June 28, 1961