

137

Leader-Middle Clear
Project Boggy Creek Watershed
State Oklahoma

37

OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into the 25th day of October, 1961, by and between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the "Service", and the Pontotoc County and Coal County Soil and Water Conservation Districts and the Upper Clear Boggy Soil and Water Conservancy District, hereinafter referred to as the "Sponsors", relates to the operation and maintenance of the following described Works of Improvement:

Forty-three floodwater retarding structures as described on Page 17, Figure 3, of the Leader-Middle Clear Boggy Creek Watershed Work Plan, located in Pontotoc and Coal Counties, Oklahoma.

The estimated annual cost for operating and maintaining the works of improvement herein described is \$4,220 based on present construction costs.

I. OPERATION

The parties hereto agree as follows to the operation of the works of improvement:

- A. The Service will provide such technical services as are available for assistance in the proper operation of the works of improvement.
- B. The Sponsors will:
1. Be responsible for operation of the works of improvement simultaneously with acceptance of the works of improvement 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 spillway(s).
 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 works of improvement are permitted to function in the manner for which they were designed, and are operated in accordance with any applicable State law.

II. MAINTENANCE

The parties hereto agree as follows to the maintenance of the works of improvement:

A. The Service will:

1. Inspect the works of improvement at least annually.
2. Prepare and furnish to the Sponsors a report of inspection findings including recommendations for maintenance work needed and when such work should be completed.
3. Provide such technical services as are needed and available for preparing plans, designs and specifications for needed maintenance of the works of improvement.

B. The Sponsors will:

1. Be responsible for maintenance of the works of improvement simultaneously with acceptance of the works of improvement from the contractor.
2. 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 and to check for possible damage or deterioration. Items to be checked at time of inspection may 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.
 - (3) Sediment level in relation to top of riser.
 - b. Emergency spillways - drainage ways.
 - (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 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.
3. Perform, in accordance with any applicable State laws, all maintenance needs indicated by inspections and reports thereof within the time limits specified, if any, in such manner as not to damage the works of improvement in any way. Maintenance may 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 fences and gates where needed.
 - f. Other maintenance work as indicated in Service inspection reports.
4. 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.
5. Perform operation and maintenance by force account with District equipment and farmer-owned equipment.
6. Obtain operation and maintenance funds by tax levy by the Upper Clear Boggy Soil and Water Conservancy District against benefited lands of said districts, and by donations.

III. IT IS MUTUALLY AGREED THAT:

- A. Government 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. It is desirable that the annual

inspections be made during the month(s) of _____. Any supplemental inspections then determined necessary will be scheduled and agreed to at that time.

- C. The Sponsors will secure prior Service approval of any agreement(s) to be entered into with other parties for any operation or maintenance of these works of improvement and furnish the Service with two copies of such agreements. If the agreement does not state a specific effective date, the Sponsors will notify the other parties to the agreement in writing of such date. _____ copies of the notification will be provided the Service.

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

The signing of this agreement was authorized by a resolution of the governing body of the Pontotoc County Soil and Water Conservation District of Ada, Oklahoma, adopted at a meeting held on Oct 23, 1961.

Pontotoc County Soil and Water Conservation District

By: Dwight Laha

Chairman
(Title)

Date October 23, 1961

The signing of this agreement was authorized by a resolution of the governing body of the Coal County Soil and Water Conservation District of Coalgate, Oklahoma, adopted at a meeting held on October 18, 1961.

Coal County Soil and Water Conservation District

By: H. P. Cole

Chairman
(Title)

Date October 18 - 1961

The signing of this agreement was authorized by a resolution of the governing body of the Upper Clear Boggy Soil and Water Conservancy District of Coalgate, Oklahoma, adopted at a meeting held on October 18, 1961.

Upper Clear Boggy Soil and Water Conservancy District

By: Dave Roberts

Chairman
(Title)

Date October 18, 1961

Soil Conservation Service
United States Department of Agriculture

By: Ray Walker

State Conservationist
(Title)

Date OCT 25 1961, 19