Agreements 6-2
Long Branch
O&M

WATERSHED PROTECTION
OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 27 day of March, 1957 by and between the SOIL CONSERVATION SERVICE, hereinafter referred to as "The Service", and the NOBLE AND PAYNE COUNTY SOIL CONSERVATION DISTRICTS, hereinafter referred to as the "Sponsoring Local Organization", relates to the operation and maintenance of the following described works of improvement:

Eleven (11) floodwater retarding structures as described on Tables 6 and 6a in the LONG BRANCH CREEK WATERSHED WORK PLAN. These structures are located in Payne and Noble Counties, Oklahoma.

The parties hereto agree as follows to the OPERATION of the above described works of improvement:

1. The "Service" will:

   Furnish technical assistance as needed to determine that structures are functioning in the manner for which they were designed.

2. The "Sponsoring Local Organization" will:

   a. Take necessary steps to insure the structures are permitted to function in a manner for which they were designed. This may be accomplished by counseling with landowners relative to the prohibition of placing baffles, or other obstructions on the principal or emergency spillway thereby effecting its efficient operation.

   b. Provide free access of government representatives to inspect facilities at any time.

c. Make certain the water use by farm owners is in accordance with State law.

The parties hereto agree as follows to the MAINTENANCE of the above described works of improvement:

1. The "Service" will:

   a. Participate in maintenance and operations inspections only to the extent of furnishing technical assistance to aid in inspection and furnishing technical design information necessary for the operation and maintenance programs. Inspections will be made as needed and at least annually.

   b. Furnish technical assistance where such is needed for doing major repair jobs.

2. The "Sponsoring Local Organization" will:

   a. Maintain fencing of the dams during the life of the structures.

   b. Maintain a good grass cover on the dams and in the emergency spillways.

   c. Keep debris from clogging the draw down pipe and portholes (if any).

   d. Inspect each structure periodically during the first week of January and July, also after every major rain that would cause floodwater to be discharged. Inspections to include:

      1. Fence and gates around the dam and spillway.

2. Draw down pipe and portholes, to keep them free of trash or obstructions.

3. Slopes of the dam and emergency spillways to see that there are no gullies forming, and that there is a vigorous, growing, adequate cover.

e. Each January make an acceptable plan of maintenance activities to maintain complete vegetative cover, dirt elevations, grades and smoothness, fence and gates, and control of debris and obstructions that might cause interruption of proper water discharge.

f. Maintain maintenance records of operation and maintenance inspections performed, and have it available at all times for inspection by SCS.

g. Provide a district employee from each of the Noble and Payne County Soil Conservation Districts to make the inspections, do manual labor as needed, and make up the annual plan of maintenance.

h. Provide equipment and materials necessary to keep the eleven structures in first class condition. The district will supply district equipment now on hand, and use it for maintenance work, and also, furnish man power to do hand labor as necessary. See Exhibit No. 1 and Exhibit No. 2, lists equipment and resources owned by the district which will be available for this maintenance function.

i. Exhibits 3 and 4, show assistance that can be expected from County Commissioners, Noble and Payne County, respectively.

j. Material such as seed, fertilizer, bermuda grass roots, fence posts and wire will be furnished as needed. Valves and pipes that might wear out in a period of years will be replaced.

k. Annual maintenance cost of the eleven structures is estimated to $886.00 (See Exhibit No. 5). Funds to carry out this responsibility will be secured as follows:

(1) Annual State Aid Appropriation $4200

(2) Donated emergency fund on deposit in Morrison State Bank $1500

(3) Annual rental fees on loan of district equipment to cooperators . . . . . $ 500

(4) Annual handling fees on special seed . . . $ 300

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.

Payne County Soil Conservation District
Sponsoring Local Organization
By: A. B. Newport
Chairman
(Title)
Date: March 13, 1957

SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE
By: Ray Walker
State Conservationist
Date: 3-27-57

Middle Soil Conservation Dist
Sponsoring Local Organization
By: Edward McKenzie
Chairman
(Title)
Date: March 26 1957