

OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT made on June 22, 1989 is between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the SCS, and the following organization, hereinafter referred to as the Sponsor: Pottawatomie County Development Authority.

The Sponsor and SCS agree to carry out the terms of this agreement for the operation and maintenance of the practices in the State of Oklahoma. The practices covered by this agreement are identified as follows: North Deer Creek Watershed, Multiple-purpose structure 1-M and recreation facilities.

I. GENERAL

A. The Sponsor will:

1. Be responsible for operating and performing or having performed all needed maintenance for practices, as determined by either SCS or the sponsor, without cost to SCS.
2. Obtain prior SCS approval of all plans, designs, and specifications for maintenance work deviating from the O&M plan and of plans and specifications for any alteration to the structural practice.
3. Be responsible for the replacement of parts or portions of the practices which have a physical life of less duration than the evaluated life of the practices.
4. Prohibit the installation of any structure or facility that will interfere with the operation or maintenance of the practices.
5. Notify SCS of any agreement to be entered into with other parties for the operation and maintenance of all or any part of the project practices, and provide SCS with a copy of the agreement after it has been signed by the Sponsor and the other party.
6. Comply with the PROPERTY MANAGEMENT STANDARDS set forth in 7 CFR 3015.160-3015.175, and all applicable Federal, State and local laws.
7. Provide SCS personnel the right of free access to the project practices at any reasonable time for the purposes of carrying out the terms of the agreement.
8. Be allowed to charge admission or user fees. Such fees may not produce revenues in excess of their requirements to amortize the investment and provide adequate operation and maintenance of the facilities for that portion of the practices pertaining to public recreation or public fish and wildlife. These user fees are not considered grant-related income (7 CFR 3015.40-3015.46). Where private concessionaires are involved, the sponsor will be required to establish a schedule of maximum admission or user fees which may be charged to yield a reasonable profit to the concessionaire.

B. SCS WILL:

1. Upon request of the sponsor and to the extent that its resources permit, provide consultive assistance in the operation, maintenance, and replacement of practices.

II. OPERATION AND MAINTENANCE PLAN (O&M PLAN).

An O&M plan for each practice included in this agreement is attached to and becomes a part of this agreement.

III. INSPECTIONS AND REPORTS.

A. The Sponsor will inspect the practices as specified in the O&M plan.

B. SCS or Federal land administering agency may inspect the practices at any reasonable time during the period covered by this agreement. At the discretion of the state conservationist, Service personnel may assist the Sponsor in inspections.

C. A written report will be made of each inspection and provided to others as outlined in the O&M plan.

IV. TIME AND RESPONSIBILITY.

The Sponsor's responsibility for operation and maintenance begins when a practice is partially done or 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 practices. This does not relieve the Sponsor's liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

V. RECORDS.

The Sponsor 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 and maintenance. SCS may inspect these records at any reasonable time during the term of the agreement.

POTTAWATOMIE COUNTY DEVELOPMENT AUTHORITY

This action was authorized at an official meeting of the Sponsor named immediately above on June 13, 1989 AT Tecumseh City Hall, Pottawatomie County State of Oklahoma.

ATTEST: Jane Wood BY Joe Eason
TITLE: OFFICE MANAGER TITLE: Chairman
DATE: 6/13/89

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE,

BY [Signature] ACTING FOR

TITLE: STATE CONSERVATIONIST

Date: 6/22/89