

OPERATION AND MAINTENANCE AGREEMENT

FOR

STRUCTURAL MEASURES

THIS AGREEMENT made on June 16, 1976 is between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the Service, and the following organization, hereinafter referred to as the Sponsor:

The Sponsor and the Service agree to carry out the plan on the attached for the operation and maintenance of structural measures in the Upper Blue River Watershed Project, State of Oklahoma. The measures covered by this agreement are identified as: Floodwater retarding structures 25A, 25B, 26 - 37 and 39 through 49.

Name of Sponsor Pontotoc County Conservation District

By B. M. St. John Title Chairman of the Board of Directors

This action was authorized at an official meeting of the Sponsor named immediately above on June 8, 1976 at _____

Attest Joyce Smith Title District Clerk

Soil Conservation Service, United States Department of Agriculture

By [Signature] Title State Conservationist

OPERATION AND MAINTENANCE PLAN

I. OPERATIONS

- A. The Sponsors will be responsible for and will operate or have operated without cost to the Service the structural measures in compliance with any applicable Federal, State and local laws, and in a manner that will assure that the structural measures will serve the purpose for which installed as set forth in the Work Plan.
- B. The Service 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 the Service except as provided in Paragraph III, Establishment Period, all maintenance of the structural measures determined by either the Sponsors or the Service to be needed.
 - 2. Obtain prior Service approval of all plans, designs and specifications for maintenance work involving major repair.
- B. The Service will upon request of the Sponsors and to the extent that its resources will permit, provide consultative assistance in the preparation plans, designs and specifications for needed repair of the structural measures.

III. ESTABLISHMENT PERIOD

- A. During an Establishment Period, as herein defined, the Service will bear such part of the cost of any needed major repairs to the structural measures, including associated vegetative work, as is proportionate to the original construction costs borne by the Service in the construction of the structural measures except that the Service will not bear any of the cost for:
 - 1. Repairs to channels or portions thereof which do not have permanent linings such as concrete, riprap, or grouted rock.
 - 2. Repairs determined by the Service to have been occasioned by improper operation or maintenance, or both.
 - 3. Repairs applicable to municipal or industrial water supply or to any other purpose or which construction costs are not authorized to be paid for in whole or in part with funds appropriated to the Service.

4. Repairs that are mutually determined by the Sponsors and the Service as being items of normal maintenance rather than major repair and are not therefore in keeping with the spirit and intent of the Establishment Period provisions.
- B. The Establishment Period for structural measures (exclusive of any associated vegetative work) is a period of three years ending at midnight on the third anniversary of the date on which the structural measure is accepted.
- C. The Establishment Period for vegetative work associated with a structural measure is a period from date of acceptance of the initial vegetative work to midnight of the date on which the Service writes the Sponsors advising that an adequate vegetative cover has been obtained. However, this period shall not exceed two growing seasons or the end of the Establishment Period for the associated structural measure whichever is greater in time.
- D. As used in the two preceding paragraphs, and elsewhere in this Plan, the following words have the meanings described below:

ACCEPTED, ACCEPTANCE: The date structural or vegetative Measures are accepted from the contractor when a contract is involved, or the date structural or vegetative measures are completed to the satisfaction of the Service when force account operations are involved.

ADEQUATE VEGETATIVE COVER: A minimum of seventy percent (70%) cover of the desirable species, with no active rilling that cannot be controlled by the vegetation.

- E. Major repair may involve such things as (1) repairing separated joints, cracks or breaks in the principal spillway, (2) correcting seepage, (3) replacing significant backfill around structures resulting from major erosion damage, (4) major revegetation due to failure to obtain an adequate vegetative cover, and (5) restoring areas with significant erosion caused by unusual flow (volume, recurrence or extended period of time) in emergency spillways.
- F. No action with respect to needed repairs during the Establishment Period will be taken by the Sponsors or the Service which would lessen or adversely affect any legal liability of any contractor or his surety for payment of the cost of the repairs.

IV. INSPECTIONS AND REPORTS

- A. During the Establishment Period the Sponsors and the Service will jointly inspect the structural measures at least annually and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the structural measures. It is desirable the annual inspections be performed during the month shown below. Any supplemental inspections then determined necessary will be scheduled and agreed to at that time.

month

VII. SPECIAL PROVISIONS

VIII. PROPERTY MANAGEMENT STANDARDS

Exhibit 2910 is attached and made a part of this agreement. It contains prescribed standards governing the utilization and disposition of property furnished by the Service or acquired in whole or in part by the Sponsors with Service-furnished funds.