

**WATERSHED PROTECTION  
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of May, 1960, by and between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the "Service," and the Pontotoc County, Coal County, and Johnston County Soil Conservation Districts and the Upper Clear Boggy Conservancy District, hereinafter referred to as the "Sponsoring Local Organization," relates to the operation and maintenance of the following described works of improvement:

Fifty-four (54) floodwater retarding structures as described on page 17, figure 3, of the Upper Clear Boggy Creek Watershed Work Plan, located in Pontotoc, Coal, and Johnston Counties, Oklahoma.

The estimated annual cost of operating and maintaining the works of improvement herein described is \$5,580, 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 Upper Clear Boggy 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 months of July and August. 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 \_\_\_\_ 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.

Pontotoc County Soil Conservation District

By: Jimmy C. Thomas

Title: Acting Chairman, Board of Supervisors

Date: April 14, 1960

This action authorized at an official meeting of the Pontotoc County Soil Conservation District

on the 14th day of April, 1960, at Ada, Oklahoma

Attest: Drufel Saly  
Title: Member

Coal County Soil Conservation District

By: A. J. Cady

Title: Chairman

Date: April 18, 1960

This action authorized at an official meeting of the Coal County Soil Conservation District

on the 11 day of April, 1960, at Coalgate, Oklahoma

Attest: Hermon Branon  
Title: member

Johnston County Soil Conservation District

By: Victor R. Numan

Title: Chairman, Board of Supervisors

Date: April 14, 1960

This action authorized at an official meeting of the Johnston County Soil Conservation District

on the 14th day of April, 1960, at Ada, Oklahoma

Attest: V. C. Numan, Jr.  
Title: Acting Secy.

Upper Clear Boggy Conservancy District

By: Dave Roberts

Title: President

Date: April 14, 1960

This action authorized at an official meeting of the Upper Clear Boggy Conservancy District

on the 14th day of April, 1960, at Ada, Oklahoma

Attest: Willard E. Rhynes  
Title: Secy.

**UNITED STATES DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE**

By: Lay Walker

Title: State Conservationist

Date: 5-2-60