

OPERATION AND MAINTENANCE AGREEMENT
FOR
BASIC FACILITIES
IN A
PUBLIC RECREATIONAL DEVELOPMENT

THIS AGREEMENT made on 1-4-67 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:

City of Elk City, Beckham County, Oklahoma.

This agreement cancels Operation and Maintenance Agreement dated 10/7/66.

The Sponsor and the Service agree to carry out the plan on the attached pages for the operation and maintenance of basic facilities and associated land and water areas devoted to public recreational purposes, herein referred to as the Development, in the

Upper Elk Creek Watershed

Project, State of Oklahoma. The Development covered by this agreement is identified as:

Multipurpose Site 22, Upper Elk Creek.

Name of Sponsor City of Elk City, Oklahoma

By Glen Kelly Title Mayor

This action was authorized at an official meeting of the Sponsor named immediately above on 1-4-67 at Elk City, Oklahoma

Attest Eileen Walker Title City Clerk

Soil Conservation Service, United States Department of Agriculture

By C. A. Tidwell Title State Conservationist

OPERATION AND MAINTENANCE PLAN

I. OPERATION

- A. The Sponsor will be responsible for and will operate or have operated without cost to the Service the Development:
 - 1. In compliance with any applicable State and local laws.
 - 2. In a manner that will assure that the Development will serve the purpose for which installed as set forth in the Work Plan.
 - 3. In keeping with the customs of the community served by the Development.
 - 4. In keeping with any rules and regulations that the Sponsor may determine necessary and appropriate for the purposes of carrying out this Plan.
 - 5. Charging admission or use fees only to the extent of producing revenues required by the Sponsor to amortize its initial investment and provide adequate operations and maintenance.

- B. The Sponsor may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the Development by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the Development.

- C. The Sponsor may lease land within the Development for purposes essential to the full use and enjoyment of the Development by the public.

- D. The Service will, upon request of the Sponsor and to the extent that its resources permit, provide consultative assistance in the operation of the Development.

II. MAINTENANCE

- A. The Sponsor will be responsible for and promptly perform or have performed without cost to the Service all maintenance of the Development.

- B. The Service will, upon request of the Sponsor and to the extent that its resources permit, provide consultative assistance in the preparation of plans, designs and specifications for needed repair of the Development.

III. INSPECTIONS AND REPORTS

- A. During the first three years that the Development is available to the public for use the Sponsor and the Service will jointly inspect the Development at least annually and after unusually severe storms or the occurrence of any other unusual condition that might adversely affect the Development. 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.

May
(Month)

- B. After the first three years described in the preceding provision the Development will be inspected at least annually by the Sponsor, preferably during the month shown below, and after unusually severe storms or the occurrence of any other unusual condition that might adversely affect the Development.

May
(Month)

- C. After said first three years the Service may inspect the Development at any reasonable time.
- D. A written report will be made of each inspection. The report of joint inspections will be prepared by the Sponsor with the assistance of the Service. A copy of each report will be provided by the party preparing the report to the other party within ten days of the date on which the inspection was made.

IV. RECORDS

- A. The Sponsor will maintain in a centralized location:
1. A record of all inspections of the Development performed both individually and jointly by the Sponsor and the Service, and of all significant actions taken by the Sponsor with respect to operation and maintenance.
 2. A record, using recognized accounting methods, accurately reflecting income from the operation and the expense of operating and maintaining the Development.
- B. The Sponsor will make all accounting, inspection, maintenance and other records relating to the operation and maintenance of the Development available to and upon request of the Service at any reasonable time.

V. GENERAL

A. The Sponsor will:

1. Prohibit the installation of any structure or facility that will interfere with the operation or maintenance of the Development, or which would interfere with the use of water and land areas devoted to recreational purposes.
2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the Development.
3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation (other than the dispensing of services and commodities) or maintenance of all or any part of the Development and provide the Service with a copy of the agreement after it has been signed by the Sponsor and the other party.

B. Service personnel will be provided the right of free access to the Development at any reasonable time for the purpose of carrying out the terms of this Plan.

C. The responsibilities of the Sponsor under this Plan are effective simultaneously with the acceptance of the Development in whole or in part. (Acceptance is defined as the date basic facilities are accepted from the contractor when a contract is involved, or the date basic facilities are completed to the satisfaction of the Service when force account operations are involved.)

D. When admission and use fees are established they will be recorded by a supplement to this agreement. After establishment, any increase in these fees or the establishing of additional fees must have the prior written approval of the Service. The approved change will be attached to and become a part of this Plan.