

OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT made on August 23, 1979 is between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the Service, and the following organization(s), hereinafter referred to as the Sponsor(s): The City of Elk City

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Oklahoma. The project measures covered by this agreement are identified as follows:

Upper Elk Creek Channel

I. OPERATIONS

A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:

1. In compliance with applicable Federal, State and local laws;
2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);
3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;
4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan;

B. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation or fish and wildlife and to provide adequate inspection, operation, maintenance and replacement of the same.

C. In a recreation or fish and wildlife measure the Sponsor(s) 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 measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure.

D. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.

II. MAINTENANCE

A. The Sponsor(s) will:

1. Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed.

2. Obtain prior Service approval of all plans, designs and specifications for maintenance work.

B. The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s).

III. REPLACEMENT

A. The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s).

B. The Service will, upon request of the Sponsor(s), provide consultive assistance in the replacement of measure parts or portions.

IV. PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by this agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to and become a part of this agreement.

V. INSPECTIONS AND REPORTS

A. The Sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual condition that might adversely affect the measure(s).

B. The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspections.

C. A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI. TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work of installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. 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.

VII. 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, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

VIII. GENERAL

A. The Sponsor(s) will:

1. Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures.

2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.

3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the project measures, and provide the Service with a copy of the agreement after it has been signed by the Sponsor(s) and the other party.

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

C. The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or in part.

D. Comply with the attached PROPERTY MANAGEMENT STANDARDS.

Name of Sponsor: City of Elk City

By: James R. Wade Title: Mayor

This action was authorized at an official meeting of the Sponsor named immediately above on 8-22-79 at Elk City, Okla

Attest: Eileen Walker Title: City Clerk

Soil Conservation Service, United States Department of Agriculture

By: Robert L. Miller Title: State Conservationist