

**OPERATION AND MAINTENANCE AGREEMENT  
SALLISAW CREEK WATERSHED  
OKLAHOMA**

This Agreement made on September 11, 2006 between the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS, and the following organization, hereinafter referred to as the Sponsors:

• **City of Sallisaw**

The Sponsors and NRCS agree to carry out the terms of this agreement for the operation and maintenance (O&M) of the following structure to be installed in the **Sallisaw Creek Watershed** in **Oklahoma**. This structure is a part of the Sallisaw Creek Watershed Plan that was approved in February, 1961, under the authority of Public Law 83-566.

• **Floodwater Retarding Structure Nos. 32, 33, 34 (Rehabilitation).**

The Sponsors' responsibility for O&M begins when a structure is determined complete by NRCS. This responsibility shall include the replacement of any component of the structures as needed. This O&M Agreement remains in effect for the program life of 100 years from the date the last structure covered by this Agreement is completed, as determined by NRCS. After the expiration of this O&M Agreement, the Sponsors may still continue to be liable until the structures are removed or modified to eliminate potential hazards.

**General**

**A. The Sponsors shall:**

- (1) Be responsible for inspecting, operating and performing, or having performed, all operation, maintenance, and replacement activities associated with floodwater retarding structures 32, 33, and 34 and its components, as described in the O&M Plan;
- (2) Assure that an Emergency Action Plan is prepared prior to construction of floodwater retarding structures 32, 33, and 34 and that the plan is reviewed and updated annually;
- (3) Complete all maintenance, repair, or replacement activities within a reasonable time after the identification of such need;
- (4) Obtain prior NRCS approval of all plans, designs, and specifications for any planned alteration to the structures;
- (5) Be responsible for the replacement of structure components that have a design life of less duration than the program life of the structure as specified in the O&M Plan;

- (6) Prohibit the installation of any structure or facility that will interfere with the operation or maintenance of the structures;
- (7) Notify NRCS of any proposed agreement with other parties for the operation or maintenance of all or any part of the structures, and provide NRCS with a copy of the executed agreement. Such agreements will not negate the sponsors' responsibilities as stated in this agreement;
- (8) Comply with the property management standards set forth in the NRCS Contracts, Grants, and Cooperative Agreements Manual, the National Watershed Manual, and all applicable Federal, State, local, and tribal laws and regulations.
- (9) Provide NRCS personnel or its agents the right of free access to the structure sites at any reasonable time for the purpose of carrying out the terms of the agreement;
- (10) Comply with Federal, State, local, and tribal laws and regulations in the operation and maintenance of the structures; and
- (11) Consider air and water quality, sediment control, and other environmental concerns in the operation and maintenance of the structures.

**B. The NRCS shall:**

Upon request of the sponsor(s), and to the extent that its resources permit, provide consultative assistance in the operation, maintenance, and replacement of structures.

**Operation and Maintenance Plan**

A supplemental O&M Plan for each floodwater retarding structure shall be prepared and incorporated as part of this agreement prior to execution of fund obligating documents.

**Inspections and Reports**

The Sponsors shall inspect the structure as specified in the O&M Plan. NRCS may inspect the structures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, NRCS personnel may assist the Sponsors while conducting the inspections.

The Sponsors shall prepare a written report of each inspection and provide a copy to the NRCS District Conservationist within 30 days from the date the inspection was conducted. The report shall include the following:

- Date(s) of inspection;
- Names of inspectors and participants.
- Features of the practice that were inspected;
- Description of conditions observed;

- Maintenance work required; and
- Planned schedule for maintenance work.

Any unusual circumstances observed between annual inspections shall be reported immediately to the local NRCS District Conservationist.

### **Records**

The Sponsors responsible shall retain a record of all inspections and O&M performed including, costs and completion dates. Records shall be made available to NRCS upon request.

### **Financial Plan**

The sponsors' average annual costs for operation, maintenance, and replacement are estimated at \$5,000. The sponsors will finance O & M through annual appropriations.

### **Violations**

This O&M Agreement is a legally binding contract which shall be enforced as necessary to protect the interests of the government and the general public. If NRCS determines that the sponsors fail to comply with the provisions of the O&M Agreement and O&M Plan, the sponsors will reimburse the Federal government for the financial assistance provided by NRCS, and the appropriate portions of USDA financial assistance provided for other practices that will be adversely affected by the violation. The Federal government shall have the right to take any further actions it deems necessary.

### **Review and Revision of this Agreement**

This agreement and associated O&M Plan shall be reviewed at least once every 5 years by the sponsors and NRCS. This O&M Agreement and associated O&M Plans may be revised by mutual consent of both the sponsors and NRCS.

By *Shannon Vann* Title: ~~Clerk~~ MAYOR  
SHANNON VANN

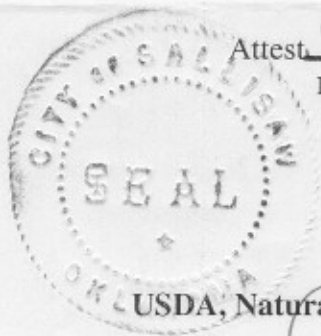
This action was authorized at an official meeting of the Sponsor named  
immediately above on: **SEPTEMBER 11, 2006**

Date: **9/11/2006**

Location: **Sallisaw, Oklahoma**

Attest *Robert Park*  
ROBERT PARK

Title: **CITY CLERK**



USDA, Natural Resources Conservation Service

By *Patricia S. Leavenworth* Title: State Conservationist  
Acting for