

OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT made on November 4, 1985 is between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as SCS, and the County of Wake, hereinafter referred to as the Sponsor.

The Sponsor and SCS agree to carry out the terms of this agreement for the operation and maintenance of the practices in the State of North Carolina. The practices covered by this agreement are identified as follows:

Structure Nos. 1, 2, 3, 5A, 11A, 13, 18, 20A, 22B, 23, 25, and Channels within the Crabtree Creek Watershed.

I. GENERAL.

A. The Sponsor will:

1. Be responsible for operating and performing or having performed all needed maintenance of the project as determined by SCS and the Sponsor, without cost to SCS.
2. Obtain prior SCS approval of all plans, and specifications for maintenance work deviating from the O&M Plan and of plans and specifications for any alteration or improvement to the structures.
3. Be responsible for the replacement of parts or portions of the structures which have a physical life of less duration than the evaluated life.
4. Prohibit the installation of any structure or facility that will interfere with the operation or maintenance of the structures.
5. Notify SCS of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the project and provide SCS with a copy of the agreement after it has been signed by the Sponsor and the other party.
6. Comply with the PROPERTY MANAGEMENT STANDARDS set forth in 7 CFR 3015.160-3015.175, and all applicable Federal, State and local laws.
7. Provide SCS personnel the right of free access to the projects at any reasonable time for the purposes of carrying out the terms of the agreement.

B. SCS will:

1. Upon request of the Sponsor and to the extent that its resources permit, provide consultive assistance in the operation, maintenance, and replacement of components.

II. OPERATION AND MAINTENANCE PLAN (O&M PLAN)

An O&M Plan for each structure or phase of the project included in this agreement is attached and becomes a part of this agreement.

III. INSPECTIONS AND REPORTS

A. The Sponsor will inspect the practices as specified in the O&M Plan.

B. SCS may inspect the practices at any reasonable time during the period covered by this agreement.

C. A written report will be made of each inspection and provided to others as outlined in the O&M Plan.

IV. TIME OF RESPONSIBILITY

The Sponsor's responsibility for operation and maintenance begins when a segment or all installation is completed and accepted or is determined complete by SCS. This responsibility shall continue until the expiration of the evaluated life of all the project. This does not relieve the Sponsor's liability which continues throughout the life of the project or until the project is modified to remove potential loss of life or property.

V. 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 and maintenance. SCS may inspect these records at any reasonable time during the term of the agreement.

Name of Sponsor: _____ County of Wake

By: M. Edmund Aycock Title: Chairman

This action was authorized at an official meeting of the Sponsor named immediately above on November 4, 1985 at Raleigh, N. C.

Attest: Weta B. Chalmers Title: Clerk to the Board of Commissioners

United States Department of Agriculture, Soil Conservation Service

By: Gay C. Harris Title: State Conservationist
Acting