

**MUST HAVE SIGNED TO RECEIVE
FLOOD MITIGATION ASSISTANCE**

**Cooperative Agreement
between
Coconino County
And
Land Owner/Land Operator**

This Agreement is made on the _____ day of _____, 20 __, by and between Coconino County and the following Land Owner/Land Operator (hereinafter referred to as the Cooperator):

Name(s)

Mailing Address

Location Address

Telephone

Email

WHEREAS:

The area in which Cooperator's land is located is vulnerable to flooding, debris flows and erosion as a result of the Museum Fire in 2019;

Major rain events are forecast to occur during the 2019 monsoon season that could result in significant ground saturation;

Vegetation destroyed by the fire has exposed the upland drainage system to damage from rains which typically occur during the months of July, August and September;

In severe flood mitigation areas, Coconino County is willing to provide and install concrete barriers and/or other flood mitigation assistance on Cooperator's property;

Coconino County's assistance is being offered to reduce, manage, and/or contain potential flooding threats, in an effort to minimize risks to life and property of affected communities;

Cooperator(s) is willing to accept County assistance and allow County intervention under the terms and conditions outlined in this Agreement;

NOW THEREFORE:

1. Cooperator represents and warrants that Cooperator owns and/or operates land described as:

Assessor's Parcel No. _____

Physical address or description: _____

2. Coconino County will provide the Cooperator with the following mitigation measures on Cooperator's property:

Assistance with installation of concrete barriers on Cooperator's property.

Provision of sandbags for use on Cooperator's property.

Other:

Flood mitigation devices provided by Coconino County are to be used only for protection of residential structures on Cooperator's property.

3. Cooperator understands, acknowledges, and agrees that, as provided for and required by Arizona law, County's duty is to address, protect, and preserve the health, safety, and welfare of the public generally, and not to benefit any specific property owner.

4. Cooperator further understands, acknowledges, and agrees that any flood mitigation assistance provided to Cooperator's property is intended to address flooding threats to the public generally, and Cooperator does not have any right to demand, receive, or direct the use of specific County resources for their personal benefit.
5. Cooperator understands and agrees that: the mitigation measures supplied by or installed with the assistance of Coconino County **may not** prevent all flood, debris flow, or erosion damage to Cooperator's property and County cannot guarantee the barrier is adequate; that heavy rains may change the drainage patterns; that the County cannot predict the volume or velocity of water and debris that may affect Cooperator's property; that Cooperator is the person most familiar with existing drainage patterns on the subject property and should determine where available mitigation measures should be installed.
6. Cooperator hereby agrees to assume the risk of any and all loss, including personal injury or property damage that may result from diverting natural flows on Cooperator's property.
7. Cooperator further agrees to indemnify, hold harmless, and defend Coconino County for any and all losses, including personal injury or property damage, attorney fees and costs that may result from any assistance provided by Coconino County, its officers, agents, employees, or contractors.
8. Cooperator further agrees to waive any right to sue, or make a claim against Coconino County, and further unconditionally releases Coconino County from any liability that may be alleged as a result of the County's assistance to Cooperator.
9. As a condition of receiving assistance in the form of flood mitigation devices, placement, or installation, Cooperator hereby grants a license to the County's officials, volunteers, and/or employees to enter Cooperator's property for purposes of providing and/or installing flood mitigation devices and inspecting flood mitigation measures for grant funding compliance. County agrees to make a reasonable attempt to contact Cooperator prior to entering Cooperator's property.
10. Cooperator is responsible for continuing maintenance of the flood mitigation devices.
11. Except in cases of noncompliance by Cooperator with the terms of this Agreement, either party may terminate this agreement upon thirty (30) days' written notice to the other parties, but only after flood mitigation measures installed on Cooperator's property have been in use for three (3) months following the 2019 Monsoon season. Noncompliance by Cooperator may result in immediate termination of this Agreement by the County. In the event of termination, the County will not be required to remove the mitigation devices installed on Cooperator's property, unless such mitigation device is a concrete barrier, in which case the County or its agent will be authorized to enter Cooperator's property and remove the barrier. If the barrier is removed upon request and Cooperator decides they want barrier in the future, the County may re-install the barrier at full expense of Cooperator.

12. Cooperator warrants that he or she has full authority under title of ownership or lease to execute this document and to abide by the terms and conditions stated herein.

Dated this ____ day of _____, 2019.

COOPERATOR(S)

Signature

Signature

Printed Name

Printed Name

COCONINO COUNTY

By: _____

Name: _____

Title: _____
Coconino County's Authorized Signatory