

Assessor's Parcel Number \_\_\_\_\_

Property Owner: \_\_\_\_\_

**COOPERATIVE AGREEMENT  
FOR FLOOD MITIGATION AS A RESULT OF THE  
TELEGRAPH WILDFIRE**

This Agreement is made by and between Gila County and the following Landowner/Land Operator (hereinafter referred to as the Cooperator):

Name(s) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Physical Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**WHEREAS:**

The area in which Cooperator's land is located is vulnerable to flooding, debris flows, and erosion;

Gila County is willing to assist with flood mitigation measures;

Gila County is willing to make available for Cooperators' use various flood mitigation devices such as sand bags and to assist Cooperators with special needs who are unable to complete the installation of these devices on their own;

Cooperator is willing to accept County assistance under the terms and conditions outlined in this Agreement;

**NOW THEREFORE:**

1. Cooperator owns or operates land described as:

Assessor's Parcel Number: \_\_\_\_\_

Physical address or description: \_\_\_\_\_

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

- Sand and sand bags for Cooperator's installation
- Debris Removal including dead and down vegetation, small diameter live vegetation, and trash. Equipment will include backhoes, excavators, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal.

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

3. Cooperator understands and agrees that: the mitigation measures supplied by or installed with the assistance of the County may not prevent all flood, debris flow, or erosion

damage to Cooperator's property; that Cooperator assumes the risk of any loss, including personal injury or property damage that may result from diverting natural flows on Cooperator's property.

4. Cooperator further agrees to hold harmless Gila County for any loss, including personal injury or property damage, attorney fees and costs that may result from any assistance provided by the County, its officers, agents, employees, or contractors.

5. Cooperator further agrees to waive any right to sue, or make a claim against, and release Gila County from any liability that may be alleged as a result of the County's assistance to Cooperator.

6. As a condition of receiving assistance in the form of flood mitigation measures, placement, or installation, Cooperator hereby grants a license to the County officials to enter Cooperator's property for purposes of providing and/or installing flood mitigation devices and of inspecting flood mitigation measures for grant funding compliance. The County agrees to make a reasonable attempt to contact Cooperator prior to entering Cooperator's property.

7. Cooperator is responsible for continuing maintenance of the flood mitigation devices.

8. 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 a minimum of one year. Noncompliance by Cooperator may result in immediate termination of this Agreement by the County. In the event of termination, the County will be authorized to enter Cooperator's property and remove the flood mitigation measures.

9. 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.

10. This agreement is subject to cancellation for conflict of interest pursuant to A.R.S. section 38-511, the provisions of which are incorporated herein by this reference.

12. As required by A.R.S. §41-4401, Cooperator hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees under this contract, if any, and A.R.S. § 23-214(A). If Cooperator uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Gila County retains the legal right to inspect the papers of Cooperator and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

COOPERATOR(S)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

GILA COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date