

**COOPERATION AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
and
PACIFIC COUNTY
for
EMERGENCY FLOOD RESPONSE ASSISTANCE**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") acting by and through the District Engineer, Seattle District, U.S. Army Corps of Engineers, and PACIFIC COUNTY, WASHINGTON, (hereinafter referred to as the "Public Sponsor").

WITNESSETH THAT:

WHEREAS, 33 USC 701n authorizes the Chief of Engineers to flood fight and perform rescue operations.

WHEREAS, the Public Sponsor has requested assistance under 33 USC 701n, and the Public Sponsor qualifies for such assistance in accordance with the established policies of the U.S. Army Corps of Engineers.

WHEREAS, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate with the terms of this agreement.

NOW, THEREFORE, the parties agree as follows:

1. The U.S. Army Corps of Engineers will perform flood fight activities in support of the Public Sponsor's efforts.
2. The Public Sponsor will:
 - a. Provide without cost to the U.S. Army Corps of Engineers all lands, easements, and rights-of-ways necessary for the work.
 - b. Hold and save the U.S. Army Corps of Engineers free from damages arising from construction, operation, maintenance, repair, replacement, and rehabilitation of the work, except damages due to the fault or negligence of the U.S. Army Corps of Engineers or its contractors.
 - c. Operate, maintain, repair, replace, and rehabilitate the completed work in a manner satisfactory to the U.S. Army Corps of Engineers.
 - d. Remove or make permanent, at no cost to the U.S. Army Corps of Engineers, all temporary work constructed by the U.S. Army Corps of Engineers.
3. Description of Work:

Supplement Pacific County's efforts to stabilize the North Cove dynamic revetment along the north side of the mouth of Willapa Bay. The Corps will re-establish a flood control structure to prevent a breach. These measures are temporary and intended to provide flood protection until the damaged project is repaired.

IN WITNESS WHEREOF, the parties hereto have executed this agreement of the day and year first above written.

THE DEPARTMENT OF THE ARMY

PACIFIC COUNTY

BY: _____
Kathryn P. Sanborn, PhD, PE, PMP
Colonel, Corps of Engineers
District Commander

BY: _____
Lisa Olsen, Chair