

Agreement Between
the United States of America
and
Flood Control District of Maricopa County for Local
Cooperation at
Phoenix, Arizona & Vicinity (Including New River)
Flood Control Project, Gila River Basin

21 July 1977

009.102

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FOR LOCAL COOPERATION AT
PHOENIX, ARIZONA AND VICINITY (INCLUDING NEW RIVER)
FLOOD CONTROL PROJECT, GILA RIVER BASIN, ARIZONA

THIS AGREEMENT entered into this 21st day of July, 1977,

by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this agreement, and the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a political subdivision of the State of Arizona (hereinafter called the "District"), WITNESSETH THAT:

WHEREAS, construction of the Phoenix, Arizona and Vicinity (including New River) Project (hereinafter called the "Project"), was authorized by the Flood Control Act of 1965, 79 Stat. 1073, (Public Law 89-298); and

WHEREAS, under Title 45, Chapter 10, Arizona Revised Statutes, a flood control district may cooperate with the United States in the construction of flood control projects for the benefit of lands within the District; and

WHEREAS, the District hereby represents that it has the authority and capability to furnish the non-Federal cooperation required by the Federal legislation authorizing the Project, other applicable law, and the General Design Memorandum (Phase I) for the Project; and

WHEREAS, the assurances given and the obligation undertaken by the District in this agreement shall apply to all aspects of the Project except for any recreational features, which will require additional assurances and undertakings by the non-Federal agency cooperating in such features.

NOW, THEREFORE, the parties agree as follows:

1. The District agrees that, if the Government shall commence construction of the Phoenix, Arizona and Vicinity (including New River) Flood

Control Project, in Maricopa County, Arizona, substantially in accordance with Federal legislation authorizing such Project (Section 204 of the Flood Control Act of 1965), and subsequent revisions as stated in the General Design Memorandum (Phase I) for the Project, approved by the Division Engineer, U. S. Army Engineer Division, South Pacific, on 8 July 1977, the District shall, in consideration of the Government commencing construction of such Project, fulfill the requirements of non-Federal cooperation specified in such legislation and memorandum and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (Public Law 91-646), as to all aspects of the project except for any recreational features thereof, to wit:

a. Provide, without cost to the United States, all lands, easements, and rights-of-way, including spoil-disposal areas, necessary for the construction of the Project.

b. Perform, without cost to the United States, all necessary construction, alteration or relocation of highways, roads, highway bridges, utilities, irrigation and drainage works, and all necessary street modifications required in connection with the Project.

c. Hold and save the United States free from damages due to the construction works except those damages due to the fault or the negligence of the United States or its contractors.

d. Maintain and operate all the works after completion in accordance with regulations prescribed by the Secretary of the Army.

e. Prevent any encroachment upon the existing or improved channels or within the detention basin areas that would reduce their flood-conveying or storage capacities.

f. Hold and save the United States free from all damages arising from water-rights claims resulting from construction, maintenance, and operation of the Project.

g. Contribute in cash 2.3 percent of the total cost of construction of the Project, to be paid either in lump sum prior to commencement of construction or in installments prior to commencement of pertinent work items in accordance with construction schedules as required by the Chief of Engineers, the final allocation of costs to be made after the actual costs of construction have been determined.

h. In addition to the acquisition of lands, easements, and rights-of-way to be acquired by the District as deemed required for the Project by the Secretary of the Army, take whatever action is necessary to manage and maintain the designated floodways and floodway fringes in the affected watercourses and adjacent flood plains along Dreamy Draw from Dreamy Draw Dam to its confluence with the Arizona Canal diversion channel, along Cave Creek from Cave Buttes Dam to its confluence with the Arizona Canal diversion channel, along Skunk Creek from Adobe Dam to its confluence with the New River, along the New River from the New River Dam to its confluence with the Agua Fria River, and along the Agua Fria River from its confluence with the New River to its confluence with the Gila River, as delineated by

the Secretary of the Army so as to assure the unobstructed passage of floodwaters of 100-year floods, while providing for limited use and development of the lands within such areas deemed compatible therewith, in accordance with regulations to be prescribed by the Secretary of the Army. In connection therewith, the District shall, on a continuing basis, remove or cause to be removed excessive plant growth and sediments that would obstruct flows and/or appreciably increase the flood plain widths for 100-year floods.

i. Enter into an agreement with the Arizona Game and Fish Department providing for the operation and maintenance of mitigation lands.

j. At least annually notify interests affected that the Project will not provide complete flood protection.

k. Acquire such real estate interests downstream of the spillways of the Project as are deemed necessary by the Chief of Engineers to assure the carrying out of project purposes and to protect non-Federal interests from hazards created by spillway flows. Such acquisitions shall be without cost to the United States.

l. Comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 applicable to State agencies. In connection therewith, the District hereby assures the Secretary of the Army that:

(1) Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 202, 203, and 204 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

(2) Relocation assistance programs offering the services described in Section 205 of said act shall be provided to such displaced persons.

(3) Within a reasonable period of time prior to displacement, decent, safe, and sanitary replacement dwellings will be available to displaced persons in accordance with Section 205 (c)(3) of said act.

(4) In acquiring lands, easements, and rights-of-way for the Project, it will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 301 and the provisions of Section 302 of said act.

(5) Property owners will be paid or reimbursed for necessary expenses as specified in Sections 303 and 304 of said act.

(6) Affected persons will be adequately informed of the benefits, policies, and procedures concerning the matters set forth in subparagraphs (1) through (5) above.

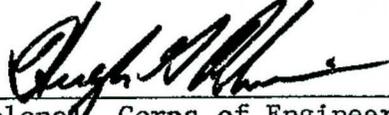
2. The District hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon lands which the District owns or controls, for access to the Project for the purpose of inspection, and for the purpose of repairing and maintaining the Project, if such inspection shows that the District for any reason is failing to repair and maintain the Project in accordance with the assurances hereunder and has persisted in such failure after a reasonable notice in writing by the Government delivered to the Chief Engineer and General Manager of the District or his successor, or in the event that no one is occupying such a position in the District, to the Chairman of the Board of Directors of the District. No repair and maintenance by the Government in such event shall operate to relieve the District of responsibility to meet its obligations as set forth in paragraph 1 of

this Agreement, or to preclude the Government from pursuing any other remedy at law or equity.

3. This Agreement is subject to the approval of the Secretary of the Army.

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

UNITED STATES OF AMERICA

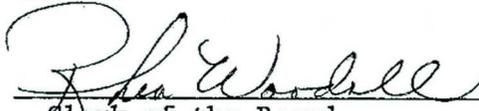
By 
Colonel, Corps of Engineers
District Engineer
U.S. Army Engineer District, L.A.
Contracting Officer

FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY

By 
Chairman, Board of Directors

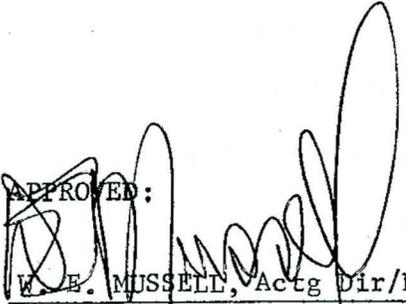
Date 21 JUL 1977

ATTEST:

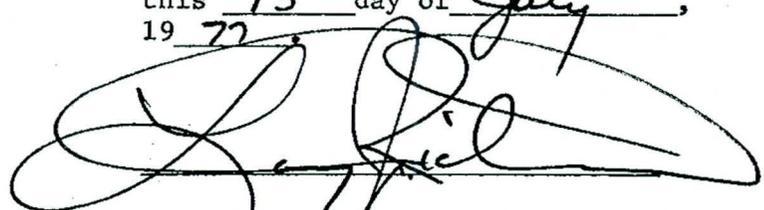

Clerk of the Board

The undersigned, having considered all of the provisions of the foregoing Agreement and the effect of Section 221 of the Flood Control Act of 1970, 84 Stat. 1818 (Public Law 91-611), approves the foregoing Agreement as to form, substance, and legality this 13 day of July, 19 77.

APPROVED:


W. E. MISSELL, Actg Dir/RE

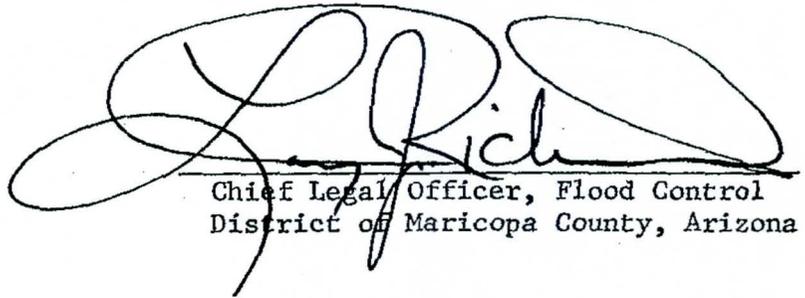
For and on behalf of Secretary
of the Army


Chief Legal Officer, Flood Control
District of Maricopa County, Arizona

CERTIFICATE OF AUTHORITY

I, Larry J. Richmond, do hereby certify that I am the General Counsel of the Flood Control District of Maricopa County; that the Flood Control District of Maricopa County is a legally constituted public body with full authority and capability to perform the terms of the agreement between the United States of America and the Flood Control District of Maricopa County in connection with the Phoenix, Arizona and Vicinity (including New River) Flood Control Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with Section 221 of the Flood Control Act of 1970, 84 Stat. 1818 (Public Law 91-611) and that the persons who have executed the contract on behalf of the Flood Control District of Maricopa County have acted within their statutory authority.

In Witness Whereof, I have made and executed this Certificate this 13 day of July, 19 77.


Chief Legal Officer, Flood Control
District of Maricopa County, Arizona