

**EMERGENCY FLOOD ASSISTANCE**  
**PUBLIC LAW 84-99**

**Title 33 – Navigation and Navigable Waters**

**Chapter II – Corps of Engineers, Department of the Army**

**Part 203 – Emergency Employment of Army and Other Resources, Natural Disaster Procedures**

**Subpart C – Emergency Operations**

**§ 203.31 Authorities**

This authority applies to flood response and post flood response activities. Flood response activities include flood fighting and rescue operations. Flood fighting measures are applicable to any flood control work (Federal, state, local, and private) where assistance is supplemental to state and local efforts. Corps assistance is not appropriate to protect flood control structures constructed and/or maintained by other Federal agencies where those agencies have emergency authority.

**(a) *Flood Response.*** Corps assistance in support of other Federal agencies or state and local interests may include the following: technical advice and assistance; loaning of flood fight supplies, e.g., sandbags, polyethylene sheeting, lumber, stone; loaning of Corps-owned equipment; hiring of equipment and operators for flood fight operations; emergency contracting.

**(b) *Post Flood Response.*** Corps Divisions/Districts are provided authority to furnish assistance for a period not to exceed 10 days in response to a Governor's request. This assistance may include the following: Provision of technical advice and assistance; clearing of drainage channels, bridge openings, or structures blocked by debris deposited during a flood event; removal of debris blockages of critical water supply intakes, sewer outfalls, etc.; removal of minimum debris necessary to reopen critical transportation routes; temporary construction to restore critical transportation routes or public services/facilities; other assistance required to prevent imminent loss of life or public property.

**§ 203.32 Policy**

During or immediately following a flood, emergency operations may be undertaken by the Corps to supplement state and local activities. Corps assistance is limited to the preservation of life and improved property, i.e., residential/commercial developments and public facilities/services. Direct assistance to individual homeowners or businesses is not permitted. Assistance will be temporary, meet the immediate threat, and is not intended to provide permanent solutions. All Corps activities will be coordinated with the State Office of Emergency Services or equivalent. Reimbursement of state or local emergency costs is not authorized. The assurances required for the provision of Corps assistance apply only to the work performed under Public Law 84-99, and will not prevent state or local governments from receiving other Federal assistance.

**(a) *Flood Response.*** Requests for Corps assistance will be in writing from the Governor or his/her authorized representative. When time does not permit a written request, a verbal request from either a responsible state or local official will be accepted followed by a written confirmation from the state. Corps assistance may include operational control of flood response activities, if requested by the responsible state official. However, legal responsibility remains with state and local officials. Corps assistance will be terminated when the floodwaters recede below bankfull. Removal of ice jams is a local responsibility; however, Corps technical advice and assistance, as well as assistance with flood fight operations can be provided to supplement state and local efforts. The Corps will normally not perform ice jam blasting operations.

**(b) *Post Flood Response.*** A written request from the Governor to the district or operating division commander is required to receive Corps assistance. Corps assistance will be limited to major flood disasters resulting in life threatening situations. The Governor's request should include: verification that the Federal Emergency Management Agency (FEMA) has been requested to initiate Preliminary Damage Assessments (PDA); a statement that assistance required is beyond the State's capability; specific damage locations; the extent of Corps assistance required to supplement state and local efforts. The Governor's request should be transmitted concurrently with the request to FEMA for PDA. Corps assistance is limited to 10 days following receipt of the Governor's written request or on assumption of activities by State and local interests, whichever is earlier. After a Governor's request has triggered the 10-day period, subsequent request(s) for additional assistance resulting from the same flood or coastal storm event will not extend the 10-day period or trigger a new 10-day period. The Corps will deny a Governor's request if it is received subsequent to a Presidential disaster declaration or denial of such a declaration. Shoreline or beach erosion damage reduction/prevention will not be undertaken unless there is an immediate threat to life or critical public facilities.

**(c) *Loan or Issue of Supplies and Equipment.*** Issuance of Government-owned equipment or materials to non-Federal interests is authorized only in actual emergencies. Providing Government supplies is authorized only after local resources have been fully committed. Equipment which is loaned should be returned to the Corps immediately after the flood operation ceases in a fully maintained condition, or with funds to pay for such maintenance. Expendable supplies such as sandbags will be replaced in kind or paid for by local interests. The Corps may waive the local interest's replacement/payment if a Stafford Act Presidential disaster declaration has been made for the affected locality, and the waiver is considered feasible and reasonable. All unused expendable supplies will be returned to the Corps when the operation is terminated.

## **PUBLIC SPONSOR RIGHT-OF-WAY REQUIREMENTS:**

Emergency assistance requires the Public Sponsor and the Corps to enter a Cooperation Agreement (CA). Under the terms of the CA, the Public Sponsor must provide, without cost to the Federal Government, all lands, easements, rights-of-way, relocations, excavated material disposal areas, and suitable borrow material(s), determined by the Government to be necessary for construction, operation, and maintenance of the project.

***In the interest of time***, the Public Sponsor may acquire “Rights of Entry for Construction” from record title owners or persons in possession of lands upon which flood control work will be conducted.

Rights-of-Entry provide:

- a. Permission from a landowner to enter upon his/her property to perform the work
- b. Ingress and egress to work sites, including construction and borrow sites
- c. Usually granted at no cost because the work is typically of benefit to the landowner

Rights-of-Entry do not provide:

- a. Conveyance of property interest
- b. Indemnification by the Corps or the United States to property owners or the Public Sponsor. The terms of the right-of-entry may establish whether the Public Sponsor is responsible to reimburse the landowner for property damage that may occur as a result of construction.

***Note:*** Although the right-of-entry signed by the landowner may or may not address liability of the Public Sponsor to the landowner, the Cooperation Agreement between the Corp and the Public Sponsor DOES contain indemnification language that requires the Sponsor to indemnify the Corps for damages caused during construction of emergency flood control works.

***The Public Sponsor is not authorized to allow any temporary structures and/or flood damage reduction measures to remain in place after the emergency has passed (as determined by the Corps) .***

## Instructions for Completion

### **Public Sponsor Resolution and Cooperation Agreement (Completed example attached)**

1. Complete Public Sponsor information on the Resolution and Cooperation Agreement (CA). The Corps of Engineers will provide Exhibits or examples of Exhibits.
2. Inform the Public Sponsor of their obligations to provide the necessary right-of-way, to include all lands, easements, rights-of-way, relocations, borrow material, and excavated material disposal areas necessary for the authorized work.
3. **Inform the Public Sponsor that they are responsible for removal of temporary emergency works, at no cost to the Corps, under Public Law 84-99.** The Public Sponsor may seek financial assistance from other sources for temporary levee removal work.
4. The Resolution provides assurance that the governing body understands the CA and authorizes a single individual; e.g., Mayor/Chief/Chairman, to sign the CA on behalf of the Public Sponsor, thereby obligating the Public Sponsor to the terms and conditions contained therein. **Two representatives of the Public Sponsor's governing board must sign the Resolution.** Generally, the representatives that sign the Resolution cannot sign the CA.
5. The Public Sponsor must identify an Incident Commander in the CA. The Incident Commander will be the single point of contact between the Government and Public Sponsor. It is imperative that valid contact information, to include address and phone number, be provided for the Incident Commander.
6. The Public Sponsor's authorized representative must sign the CA and provide a mailing address for the Public Sponsor.

The signed documents should then be:

- a. faxed directly to: Emergency Operations Center (EOC) at (651) 290-5212, ATTN: Real Estate; or,
- b. scanned and emailed to: [CEMVP-EOC@usace.army.mil](mailto:CEMVP-EOC@usace.army.mil) ; and also, [kevin.j.sommerland@usace.army.mil](mailto:kevin.j.sommerland@usace.army.mil)

Facsimile or scanned originals are recognized as original documents.

7. After final execution on behalf of the Government, a copy of the CA will be returned to the Public Sponsor at the address provided.

Any questions related to the proper completion and submittal of the Resolution and/or Cooperation Agreement, should be directed to one of the following Real Estate representatives:

#### **Kevin Sommerland**

(651) 290-5593

[kevin.j.sommerland@usace.army.mil](mailto:kevin.j.sommerland@usace.army.mil)

#### **Ken Peterson**

(651) 290-5359

[kenneth.j.peterson@usace.army.mil](mailto:kenneth.j.peterson@usace.army.mil)

#### **Shaun McClary**

(651) 290-5395

[shaun.p.mcclary@usace.army.mil](mailto:shaun.p.mcclary@usace.army.mil)

#### **Jeff Grow**

(651) 290-5261

[jeff.k.grow@usace.army.mil](mailto:jeff.k.grow@usace.army.mil)

**RESOLUTION OF THE**

(BOARD OF COUNTY COMMISSIONERS / CITY COUNCIL / TRIBAL COUNCIL / VILLAGE COUNCIL / TOWNSHIP BOARD)

**OF**

(PUBLIC SPONSOR)

**REQUEST FOR FLOOD EMERGENCY ASSISTANCE**

**WHEREAS**, Public Law 84-99, as amended, (33 U.S.C., § 701n) provides a means of preparing for and combating damage by floods and flood waters; and

**WHEREAS**, \_\_\_\_\_ has exhausted all resources available to it for flood fighting and rescue operations; and  
(PUBLIC SPONSOR)

**WHEREAS**, on the date of this Resolution, flood fighting and emergency assistance is required for the purposes of preserving life and public property;

**NOW, THEREFORE, BE IT RESOLVED** that the U.S. Army Corps of Engineers be, and is hereby, requested to furnish assistance in flood fighting and rescue operations.

**BE IT FURTHER RESOLVED** that in consideration of such assistance the above-named Governmental body agrees to:

- a. Provide to the United States all lands, easements and rights-of-way for the emergency work, including, but not limited to, levee, borrow, spoil and access rights-of-way, determined to be necessary by the Corps for purposes of providing the requested assistance.
- b. Hold and Save the United States free from all claims for damages attributable to the construction , operation, maintenance, repair, replacement, and rehabilitation of emergency work, except for damages due to the fault or negligence of the United States or its Contractors.
- c. Operate and maintain the emergency construction works for the duration of the flood emergency.
- d. Provide common labor.
- e. Provide as required under the applicable provisions of Public Law 91-646, relocation assistance payments to those eligible because of dislocation of persons or property from their dwellings, farms or businesses due to the acquisition of rights-of-way for the emergency work.
- f. Remove, after the flood emergency, without cost to the U.S. Army Corps of Engineers, any temporary emergency works constructed for the flood emergency, with the initiation of the removal within 30 days of the conclusion of the flood event as determined by the U.S. Army Corps of Engineers.

**BE IT FURTHER RESOLVED** that, \_\_\_\_\_, be authorized to enter into agreements  
(PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE\*)  
in furtherance of this Resolution, with the U.S. Army Corps of Engineers, as a means of supplementing the local flood emergency preparation and flood fighting and rescue operations.

Date: \_\_\_\_\_

Resolution Approval Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Resolution Approval Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**\*Public Sponsor’s Authorized Representative cannot be one of the Resolution Approvers.**

**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and**

\_\_\_\_\_  
(PUBLIC SPONSOR)

for

**EMERGENCY FLOOD ASSISTANCE (33 CFR 203.31 *et seq.*)**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") acting by and through the District Engineer, St. Paul District, U.S. Army Corps of Engineers, and the \_\_\_\_\_, (hereinafter referred to as the "Public Sponsor"), acting by and

(PUBLIC SPONSOR)

through \_\_\_\_\_.  
(TITLE OF PERSON SIGNING COOPERATION AGREEMENT)

**WITNESSETH THAT:**

**WHEREAS**, 33 U.S.C., § 701n, authorizes the Chief of Engineers to flood fight and perform rescue operations; and

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

**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 Government will perform the work described in its Scope of Work (Exhibit A) that is attached to and made a part of this Agreement.
2. Pursuant to 33 CFR 203.82, the Public Sponsor will:
  - a. Provide without cost to the Government all lands, easements, rights-of-ways, relocations, borrow, and borrow and dredged or excavated material disposal areas determined to be necessary by the Corps for purposes of providing the requested assistance. All land acquisition shall comply with Public Law 91-646, as amended by Title IV of Public Law 100-17 and 49 CFR Part 24.
  - b. Hold and save the Government free from damages arising from construction, operation, maintenance, repair, replacement, and rehabilitation of emergency work, except damages due to the fault or negligence of the Government or its contractors.
  - c. Operate, maintain, repair, replace, and rehabilitate the completed work in a manner satisfactory to the Government.
  - d. Remove, at no cost to the Government, all temporary work constructed by the Government when the emergency has passed as determined by the Government.
  - e. Be required to return loaned equipment and reimburse the US Army Corps of Engineers for expended supplies. Reimbursement may be in the form of (a) replacement in kind with an equivalent quality to those issued; or (b) paying the cost for the Corps of Engineers to replace the supplies with those of an equivalent quality; or (c) returning in good, usable condition those supplies not used; or (d) any combination of the above. I understand that the Public Sponsor will be billed for supplies not replaced, and agree to remit payment within 30 days of the bill date.
3. The Public Sponsor does hereby agree and pledge that it will truly and faithfully perform the following conditions, to wit:
  - a. If the Government provides sandbags to the Public Sponsor for use in flood fighting activities, the Public Sponsor will use these sandbags in accordance with Government standards and guidelines.
  - b. All work completed will be restricted from the designated floodway, which the parties to this agreement will determine prior to the construction of any flood protection works.
  - c. The Public Sponsor will be held accountable for possession, maintenance and return of all Government property and equipment provided for use in flood fighting activities. Government property or equipment damaged, destroyed or lost while in the Public Sponsor's possession, including property or equipment incorporated into temporary emergency construction, will be repaired or restored by the Public Sponsor at the Public Sponsor's expense to its condition prior to the Public Sponsor's obtaining possession of the Government property or equipment.

- d. The Public Sponsor has established a flood response organization and designated an Incident Commander. The Public Sponsor's Incident Commander is identified at the end of this agreement.
- e. The Public Sponsor will operate and maintain the emergency flood construction works for the duration of the flood emergency.
- f. The Public Sponsor will provide common labor.
- g. The Public Sponsor will provide, as required under the applicable provisions of Public Law 91-646, relocation assistance payments to those eligible because of dislocation of persons or property from their dwellings, farms or businesses due to the acquisition of rights-of-way for the emergency flood construction work.
- h. In removing temporary emergency works, the Public Sponsor will avoid damage to non-expendable Government equipment (such as HESCO baskets) incorporated into construction.

4. ATTACHMENTS:

- a. Exhibit A - Scope of Work.
- b. Exhibit B - Resolution.

The Public Sponsor, as part of the aforesaid consideration, does hereby agree to indemnify, hold harmless, and release and forever discharge the Government, its officers, employees, contractors, agents and assigns, in the prosecution of the assistance herein contemplated, from all claims, demands, and causes of action whatsoever, which may arise by reason of, or in any manner have grown out of or alleged to have grown out of, the assistance as herein contemplated, except to the extent the such claims, demands, or causes of arise from the negligence or fault of the Government or its contractors.

The Public Sponsor, by execution of this document, assures that it has obtained or will obtain the necessary lands and right-of-way needed for the purpose of performing the emergency flood control work herein contemplated and hereby grants PERMISSION to the Government, its officers, employees, agents, and assigns, and the Government contractors, their officers, employees, subcontractors, agents, and assigns to enter upon Public Sponsor's lands, and rights-of-way acquired by it, for the purpose of performing the emergency work.

It is hereby certified that the undersigned has the legal authority to execute this agreement and that the assistance herein requested is beyond the capability of the Public Sponsor.

This agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic, or other copies shall have the same effect for all purposes as a signed original.

**Public Sponsor Incident Commander:**

Printed Name: \_\_\_\_\_  
 Home / Office Phone: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_  
 Home / Office Address: \_\_\_\_\_  
 \_\_\_\_\_

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

**THE DEPARTMENT OF THE ARMY**

\_\_\_\_\_  
 (PUBLIC SPONSOR)

BY: \_\_\_\_\_  
 Michael J. Price  
 Colonel, Corps of Engineers  
 District Engineer

BY: \_\_\_\_\_  
 (SIGNATURE OF AUTHORIZED REPRESENTATIVE)  
 \_\_\_\_\_  
 (PRINT NAME AND TITLE)

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Exhibit A

### **Scope of Work**

The work contemplated for Emergency Flood Assistance consists of the construction of emergency levees for flood protection. Specific levees to be constructed will be determined and agreed upon in writing by the Public Sponsor's designated Incident Commander and the U.S. Army Corps of Engineers' Flood Engineer. If requested and approved in accordance with 33 CFR 203.31(b) and 203.32(b), work may also include post flood response assistance from the Corps, to include some or all of the following:

1. Provision of technical advice and assistance.
2. Cleaning of drainage channels, bridge openings, or structures blocked by debris deposited during a flood event, where the immediate threat of flooding of or damage to public facilities has not abated.
3. Removal of debris blockages of critical water supply intakes, sewer outfalls, etc.
4. Clearance of the minimum amounts of debris necessary to reopen critical transportation routes or public services/facilities.
5. Other assistance required to prevent imminent loss of life or extensive damage to public property.

Work performed by the Government will not exceed funds appropriated for emergency response and allocated to the emergency efforts covered by the Cooperation Agreement between the Government and the Public Sponsor.

**RESOLUTION OF THE  
City Council**

(BOARD OF COUNTY COMMISSIONERS / CITY COUNCIL / TRIBAL COUNCIL / VILLAGE COUNCIL / TOWNSHIP BOARD)  
OF

**City of Anywhere City**

(PUBLIC SPONSOR)

**REQUEST FOR FLOOD EMERGENCY ASSISTANCE**

**WHEREAS**, Public Law 84-99, as amended, (33 U.S.C., § 701n) provides a means of preparing for and combating damage by floods and flood waters; and

**WHEREAS**, City of Anywhere City (PUBLIC SPONSOR) has exhausted all resources available to it for flood fighting and rescue operations; and

**WHEREAS**, on the date of this Resolution, flood fighting and emergency assistance is required for the purposes of preserving life and public property;

**NOW, THEREFORE, BE IT RESOLVED** that the U.S. Army Corps of Engineers be, and is hereby, requested to furnish assistance in flood fighting and rescue operations.

**BE IT FURTHER RESOLVED** that in consideration of such assistance the above-named Governmental body agrees to:

- a. Provide to the United States all lands, easements and rights-of-way for the emergency work, including, but not limited to, levee, borrow, spoil and access rights-of-way, determined to be necessary by the Corps for purposes of providing the requested assistance.
- b. Hold and Save the United States free from all claims for damages attributable to the construction, operation, maintenance, repair, replacement, and rehabilitation of emergency work, except for damages due to the fault or negligence of the United States or its Contractors.
- c. Operate and maintain the emergency construction works for the duration of the flood emergency.
- d. Provide common labor.
- e. Provide as required under the applicable provisions of Public Law 91-646, relocation assistance payments to those eligible because of dislocation of persons or property from their dwellings, farms or businesses due to the acquisition of rights-of-way for the emergency work.
- f. Remove, after the flood emergency, without cost to the U.S. Army Corps of Engineers, any temporary emergency works constructed for the flood emergency, with the initiation of the removal within 30 days of the conclusion of the flood event as determined by the U.S. Army Corps of Engineers.

**BE IT FURTHER RESOLVED** that, Bill Doe, Mayor (PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE\*), be authorized to enter into agreements in furtherance of this Resolution, with the U.S. Army Corps of Engineers, as a means of supplementing the local flood emergency preparation and flood fighting and rescue operations.

Date: 13 FEB 2011

Resolution Approval Signature: \_\_\_\_\_

Printed Name: Jane Doe

Date: 13 FEB 2011

Resolution Approval Signature: \_\_\_\_\_

Printed Name: Jon Doe

**\*Public Sponsor's Authorized Representative cannot be one of the Resolution Approvers.**



**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and**

City of Anywhere City

(PUBLIC SPONSOR)

for

**EMERGENCY FLOOD ASSISTANCE (33 CFR 203.31 *et seq.*)**

**THIS AGREEMENT**, entered into this 13th day of February, 2011, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") acting by and through the District Engineer, St. Paul District, U.S. Army Corps of Engineers, and the City of Anywhere City, (hereinafter referred to as the "Public Sponsor"), acting by and through Mayor,  
(TITLE OF PERSON SIGNING COOPERATION AGREEMENT)

**WITNESSETH THAT:**

**WHEREAS**, 33 U.S.C., § 701n, authorizes the Chief of Engineers to flood fight and perform rescue operations; and

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

**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 Government will perform the work described in its Scope of Work (Exhibit A) that is attached to and made a part of this Agreement.
2. Pursuant to 33 CFR 203.82, the Public Sponsor will:
  - a. Provide without cost to the Government all lands, easements, rights-of-ways, relocations, borrow, and borrow and dredged or excavated material disposal areas determined to be necessary by the Corps for purposes of providing the requested assistance. All land acquisition shall comply with Public Law 91-646, as amended by Title IV of Public Law 100-17 and 49 CFR Part 24.
  - b. Hold and save the Government free from damages arising from construction, operation, maintenance, repair, replacement, and rehabilitation of emergency work, except damages due to the fault or negligence of the Government or its contractors.
  - c. Operate, maintain, repair, replace, and rehabilitate the completed work in a manner satisfactory to the Government.
  - d. Remove, at no cost to the Government, all temporary work constructed by the Government when the emergency has passed as determined by the Government.
  - e. Be required to return loaned equipment and reimburse the US Army Corps of Engineers for expended supplies. Reimbursement may be in the form of (a) replacement in kind with an equivalent quality to those issued; or (b) paying the cost for the Corps of Engineers to replace the supplies with those of an equivalent quality; or (c) returning in good, usable condition those supplies not used; or (d) any combination of the above. I understand that the Public Sponsor will be billed for supplies not replaced, and agree to remit payment within 30 days of the bill date.
3. The Public Sponsor does hereby agree and pledge that it will truly and faithfully perform the following conditions, to wit:
  - a. If the Government provides sandbags to the Public Sponsor for use in flood fighting activities, the Public Sponsor will use these sandbags in accordance with Government standards and guidelines.
  - b. All work completed will be restricted from the designated floodway, which the parties to this agreement will determine prior to the construction of any flood protection works.
  - c. The Public Sponsor will be held accountable for possession, maintenance and return of all Government property and equipment provided for use in flood fighting activities. Government property or equipment damaged, destroyed or lost while in the Public Sponsor's possession, including property or equipment incorporated into temporary emergency construction, will be repaired or restored by the Public Sponsor at the Public Sponsor's expense to its condition prior to the Public Sponsor's obtaining possession of the Government property or equipment.

- d. The Public Sponsor has established a flood response organization and designated an Incident Commander. The Public Sponsor's Incident Commander is identified at the end of this agreement.
- e. The Public Sponsor will operate and maintain the emergency flood construction works for the duration of the flood emergency.
- f. The Public Sponsor will provide common labor.
- g. The Public Sponsor will provide, as required under the applicable provisions of Public Law 91-646, relocation assistance payments to those eligible because of dislocation of persons or property from their dwellings, farms or businesses due to the acquisition of rights-of-way for the emergency flood construction work.
- h. In removing temporary emergency works, the Public Sponsor will avoid damage to non-expendable Government equipment (such as HESCO baskets) incorporated into construction.

4. ATTACHMENTS:

- a. Exhibit A - Scope of Work.
- b. Exhibit B - Resolution.

The Public Sponsor, as part of the aforesaid consideration, does hereby agree to indemnify, hold harmless, and release and forever discharge the Government, its officers, employees, contractors, agents and assigns, in the prosecution of the assistance herein contemplated, from all claims, demands, and causes of action whatsoever, which may arise by reason of, or in any manner have grown out of or alleged to have grown out of, the assistance as herein contemplated, except to the extent the such claims, demands, or causes of arise from the negligence or fault of the Government or its contractors.

The Public Sponsor, by execution of this document, assures that it has obtained or will obtain the necessary lands and right-of-way needed for the purpose of performing the emergency flood control work herein contemplated and hereby grants PERMISSION to the Government, its officers, employees, agents, and assigns, and the Government contractors, their officers, employees, subcontractors, agents, and assigns to enter upon Public Sponsor's lands, and rights-of-way acquired by it, for the purpose of performing the emergency work.

It is hereby certified that the undersigned has the legal authority to execute this agreement and that the assistance herein requested is beyond the capability of the Public Sponsor.

This agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic, or other copies shall have the same effect for all purposes as a signed original.

**Public Sponsor Incident Commander:**

Printed Name: **Bob Commander**  
 Home / Office Phone: **555-555-5555**  
 Cell Phone: **444-444-4444**  
 Home / Office Address: **123 Main Street**  
**Anywhere City, ND 12345**

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

**THE DEPARTMENT OF THE ARMY**

**City of Anywhere City**  
 (PUBLIC SPONSOR)

BY: \_\_\_\_\_  
 Michael J. Price  
 Colonel, Corps of Engineers  
 District Engineer

BY: \_\_\_\_\_  
 (SIGNATURE OF AUTHORIZED REPRESENTATIVE)  
**Bill Doe, Mayor**  
 (PRINT NAME AND TITLE)

ADDRESS: **123 Main Street**  
**Anywhere City, ND 12345**