

SAMPLE PLANNING ASSISTANCE TO STATES LETTER AGREEMENT

LETTER AGREEMENT: PLANNING ASSISTANCE TO STATES

THIS AGREEMENT, entered into this _____ day, of _____ 20__, between the United States of America (hereinafter called the "Government"), represented by the District Commander exercising this Agreement, and Multnomah Drainage District No. 1 (hereinafter called the "Sponsor").

WITNESSETH, that

WHEREAS, Section 22 of the Water Resources Development Act of 1974 (Public Law 93-251), (as amended, authorizes that the Secretary of the Army, acting through the Chief of Engineers to assist the states in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land resources; and

WHEREAS, Section 319 of the Water Resources Development Act of 1990 (Public Law 101- 640) authorizes the Secretary to collect from non-Federal entities fees for the purposes of recovering 50 percent of the cost of the program; and

WHEREAS, the Sponsor has reviewed the State's comprehensive water plans and identified the need for the planning assistance as described in the Scope of Studies incorporated into this agreement; and

WHEREAS, the Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in study cost-sharing and financing in accordance with the terms of this agreement; and

NOW THEREFORE, the parties agree as follows:

1. The Government, using funds contributed by the Sponsor and appropriated by the Congress, shall expeditiously prosecute and complete the Study, currently estimated to be completed in 12 months from the date of this Agreement, (not to exceed 12 months) substantially in compliance with the Scope of Studies attached as Appendix A and in conformity with applicable Federal laws and regulations and mutually acceptable standards of engineering practice
2. The Government and the Sponsor shall each contribute in cash, fifty percent, of all study costs, the total cost which is currently estimated to be \$_____. Up to 50% of the Sponsor's share of such costs may be provided as work-in-kind. Provided that the Government shall not obligate any cash contribution by the Sponsor toward study costs until such cash contribution has actually been made available to it by the Sponsor. (See attachment A)
3. Work-in-kind is discretionary and does not include the specified activities the Sponsor must perform as part of the project coordination team. The Sponsor will comply with applicable Federal and state laws and regulations, including the requirement to secure competitive bids for all work to be performed by contract. Efforts credited as work-in-kind will be evaluated at actual costs to the Sponsor.

4. No Federal funds may be used to meet the local Sponsor share of study costs under this Agreement unless the expenditure of such funds is expressly authorized by statutes as verified by the granting agency.

5. Before any Party to this Agreement may bring suit in any court concerning any issues relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other form of non-binding alternate dispute resolution mutually acceptable to the parties.

6. This Agreement shall terminate at the completion of the Study Period; provided, that prior to such time and upon thirty days written notice, either party may terminate or suspend this Agreement without penalty.

7. Within ninety days upon termination of this Agreement, the Government shall prepare a final accounting of the Study Costs, which shall display (1) cash contributions by the Federal Government, (2) cash contributions by the Sponsor, and (3) disbursements by the Government of all funds. Subject to the availability of funds, within thirty days after the final accounting, the Government shall reimburse the Sponsor for excess non-Federal cash contributions that exceed the Sponsor's required share of the total Study Costs. Within thirty days after the final accounting, the Sponsor shall provide the Government any cash contributions required to meet the Sponsor's required share of the total Study Costs.

8. In the event than any one or more of the provisions of this Agreement is found to be invalid, illegal, or unenforceable, by a court of competent jurisdiction, the validity of the remaining provisions shall not be in any way effected or impaired and shall continue in effect until the Agreement is completed.

9. This Agreement shall become effective upon the signature of both parties.

For the Sponsor:

For the Corps:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____