

COST SHARING AGREEMENT
FOR
PLANNING ASSISTANCE BETWEEN
THE U S. ARMY CORPS OF ENGINEERS
AND
MILL CREEK FLOOD CONTROL ZONE DISTRICT, WALLA WALLA, WA

THIS AGREEMENT, entered into this 25th day of July, by and between the United States of America (hereinafter called the "Government"), represented by the Walla Walla District Engineer executing this Agreement, and Mill Creek Flood Control Zone District (hereinafter called the "Sponsor").

WITNESSETH, that

WHEREAS, the Congress has authorized the Corps of Engineers in Section 22 of the Water Resources Development Act of 1974 (Public Law 93-251) ,as amended, to assist the States and Indian Tribes 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) authorized the Government to collect from non-federal entities fees for the purpose of recovering fifty (50) percent of the cost of the program, as reflected in 42 USC 1962d-16; and,

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

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

WHEREAS, Section 208 of the Water Resources Development Act of 1992 (Public Law 102-580), as amended by Section 2013 of the Water Resources Development Act of 2007 (Public Law 110-114) authorizes the sponsor to contribute up to 100% percent of the non federal contribution for preparation of a Plan by the provision of services, materials, supplies or other inkind services necessary to prepare the Plan;

NOW THEREFORE, the parties agree as follows:

The Government, using funds contributed by the Sponsor and appropriated by the Congress, shall expeditiously prosecute and complete an economic evaluation and plan for approximately 6 miles of flood control channel, known as the Mill Creek Channel, through Walla Walla, WA. This evaluation will provide an economic lifecycle analysis and risk assessment for the Mill Creek flood control channel through the city of Walla Walla, WA.(See Appendix A for Scope of Work).

The total cost of the assessment is estimated to be \$50,000, as specified in Appendix A. The Government shall contribute fifty (50) percent of all study costs, which is currently estimated to be \$25,000. The Sponsor shall contribute cash and in-kind services equal to fifty (50) percent of all project costs. Prior to any work being performed, the Sponsor agrees to provide required funds for Fiscal Year 2011 - 2012 in the amount of \$0 to the Government. The Sponsor shall make the full amount available to:

Finance and Accounting Officer, USAED, Walla Walla
201 North 3rd Avenue
Walla Walla, Washington 99362

Any sponsor funding not spent shall be deobligated and returned to the Sponsor. Upon request of the Sponsor, the Government shall provide satisfactory evidence of the completed work or services to the Sponsor.

1. No Federal funds may be used to meet the local Sponsor share of study costs, including the funding of the sponsor's in-kind costs, under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified by the granting agency.
2. The Government, subject to and using funds appropriated by the Congress of the United States and using funds provided by the Sponsor, shall prepare an economic evaluation of the current risks to the Mill Creek Flood Control Channel and the estimated costs and benefits to bring the channel into compliance with Federal standards. In the event the Government identifies a need for additional funds, the Government will notify the Sponsor to determine a plan of action for obtaining additional funds or reducing the scope.
3. **IN KIND SERVICES:** In-kind services may be provided by the sponsor as part or all of sponsor's contribution to their cost share. The sponsor will provide, as part of their in-kind contribution, a Levee Deficiency Correction and Prioritization Plan for the Mill Creek Levee System prepared by Anderson-Perry Associates that will focus on prioritizing the deficiencies identified in the Corps of Engineers 2010 Periodic Inspection Reports and will estimate costs associated with the plan required to bring the flood control channel into compliance with Federal standards. The estimated in-kind value of this report is \$25,000.
4. As a condition precedent to a party bringing suit in the United States court of competent jurisdiction, for breach of this agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred costs (subject to availability of Corps appropriations). Such costs shall not be included in Study Costs. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.
5. This agreement may be terminated at any time by either party if either party fails to fulfill its obligations under this agreement. The District Engineer shall terminate this agreement or

suspend future performance under this agreement unless he/she determines that continuation of the work on the project is in the interest of the United States.

6. In the event that any one or more of the provisions of this agreement is found to be invalid, illegal, or unenforceable, by a United States court of competent jurisdiction, the validity of the remaining provisions shall not in any way be affected or impaired and shall continue in effect until the agreement is completed.

7. This agreement shall become effective upon the signature of both parties
For Mill Creek Flood Control Zone District: For the U. S. Army Corps of Engineers:

By: Perry L. Dozier
Perry L. Dozier

Title: Chairman, District 2

By: Gregg C. Loney
Gregg C. Loney

Title: Commissioner, District 1

By: Gregory A. Tompkins
Gregory A. Tompkins

Title: Commissioner, District 3

By: David Caldwell
Lieutenant Colonel David Caldwell

Title: District Engineer, Walla Walla District
US Army Corps of Engineers

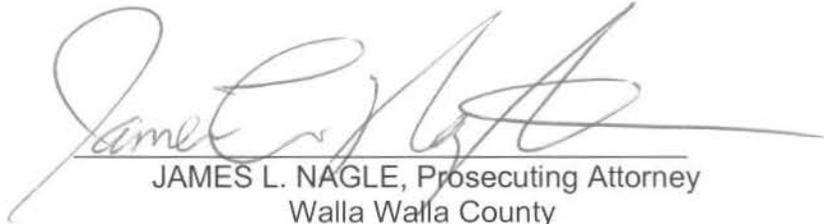
Date: July 25, 2011

Date: 12 August 2011

CERTIFICATE OF AUTHORITY

I, James L. Nagle, do hereby certify that I am the principal legal officer of the COUNTY OF WALLA WALLA, that WALLA WALLA COUNTY is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and WALLA WALLA COUNTY in connection with the Planning and Design Activities associated with the MILL CREEK FLOOD CONTROL CHANNEL ECONOMIC EVALUATION and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of WALLA WALLA COUNTY, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 28th day of July 2011.


JAMES L. NAGLE, Prosecuting Attorney
Walla Walla County

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Randy Glaeser
Walla Walla County Engineer

DATE: 11 July 2011

APPENDIX A
Mill Creek Channel
Planning Assistance to States
Scope of Work

Background

The 2010 Periodic Inspection Report for the Mill Creek Flood Control Channel rated the current condition of the Mill Creek Flood Control Channel through Walla Walla, WA. The report identified a number of deficiencies and actions necessary to bring the channel into compliance with Federal standards. The purpose of this study is to determine the costs to bring the flood control channel into compliance with federal standards, and to measure whether the costs to make these improvements are justified over time, based on Corps standards for project lifecycle and performance expectations.

Project Goals

The goal of this effort is to determine when the Mill Creek flood control channel will reach the end of its effective design life, determine the costs and benefits of bringing the flood control channel into compliance with Federal standards, and determine whether it is still capable of providing the intended level of flood risk reduction to the City of Walla Walla and surrounding areas.

Team Structure

Economist, Plan Formulator, Civil Engineer, Hydraulic/Hydrology Engineer

Study Scope

- The Corps will compile historical maintenance, repair, replacement, and flood fight cost to be provided by the sponsor and Corps NWW office and project future cost based on expected future operation of Mill Creek Project.
- Research historical records and determine expected life of current channel configuration.
- Using cost data provided by sponsor, project expected future expenditure on repairs and maintenance. Annualize future expenses and provide present value of all expenditures at the current Federal discount rate for project formulation, at 7%, and current county provided discount rates.
- Provide an estimate of expected usable life at current condition, estimate of expected life with repairs necessary to correct current deficiencies.

- Provide reconnaissance level estimate of damages resulting from channel failure at 2 most likely failure points.
- Provide conceptual alternatives and reconnaissance level estimates for replacement of current channel, and other alternatives that would provide the same or greater flood protection.
- Provide comparison of current conditions, fix as fails options, and recommendation for further study if warranted.

Deliverable

The Corps will produce a report which will summarize the current condition of the Mill Creek flood control channel, lay out estimated costs to correct identified deficiencies of the flood control channel, and analyze the costs and benefits of bringing the channel into compliance with federal standards. This effort will include a lifecycle analysis, performance expectations of the channel and reconnaissance level estimate of damages resulting from channel failure.

- 2 - Copies of Draft Plan (paper)
- 3 - Copies of Final Plan (paper)
- 1 - Copy of Final Plan (pdf)

Budget

The total project budget for this study is \$50,000. Of that, the Corps will provide 50% of the project funding, totaling \$25,000. The sponsor will provide 50% of the project funding. Of the sponsor's share, \$0 shall be provided as cash. The sponsor will receive credit for \$25,000 for work provided in-kind. The work-in-kind will be a Levee Deficiency Correction and Prioritization Plan for the Mill Creek Levee System prepared by Anderson-Perry Associates that will focus on prioritizing the deficiencies identified in the Corps of Engineers 2010 Periodic Inspection Reports and will estimate costs associated with the plan required to bring the flood control channel into compliance with Federal standards. The results of this report will be used for the economic analysis to be conducted in this study.

Schedule

This project will be completed by January 2012. During fiscal year 2011(FY11), ending September 30, 2011, the corps will provide \$15,000 to pay for Corps provided labor to execute this agreement. Of the expected sponsor in-kind cost of \$25,000, the sponsor will be credited up to an equal amount as Corps expenditures during FY11, with remainder credited toward FY12 expenditures when FY12 funding is available.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A COST
SHARING AGREEMENT BETWEEN
THE U.S. ARMY CORPS OF
ENGINEERS AND MILL CREEK
FLOOD CONTROL ZONE DISTRICT
(MCFCZD) FOR PLANNING
ASSISTANCE FOR THE MILL
CREEK CHANNEL

RESOLUTION NO. **11 199**

WHEREAS, a 2010 Periodic Inspection Report for the Mill Creek Flood Control Channel identified a number of deficiencies and actions necessary to bring the channel into compliance with Federal standards, and

WHEREAS, through the U. S. Army Corps of Engineers, the Federal government, subject to and using funds appropriated by the Congress of the United States and using funds provided by MCFCZD, will prepare an economic evaluation of the current risks to the Mill Creek Flood Control Channel, and

WHEREAS, the goal of this effort is to determine when the Mill Creek flood control channel will reach the end of its effective design life, and determine the cost and benefits of bringing the flood control channel into compliance with Federal standards, and

WHEREAS, the Federal government and the MCFCZD shall each pay 50 percent of any costs associated with the study, now therefore,

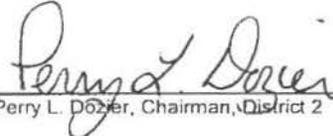
BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners acting as the Mill Creek Flood Control Zone District Supervisors, that they do hereby enter into said Cost Sharing Agreement and the Chair of the Board shall sign same in the name of the Board.

Done this 25th day of July, 2011

Attest:



Connie R. Vinti, Clerk of the Board



Perry L. Dozier, Chairman, District 2



Gregg C. Loney, Commissioner, District 1



Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington