

Cost Share Agreement No 235

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LETTER OF AGREEMENT
FOR
PLANNING ASSISTANCE BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS
AND
THE CITY OF RICHLAND, WASHINGTON

THIS AGREEMENT, entered into this 11th day of May, 2007, by and between the United States of America (hereinafter called the "Government"), represented by the Walla Walla District Engineer, and the City of Richland, Washington (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), and codified at 42 USC 1962d-16, authorized the Government to collect from non-federal entities fees for the purpose of recovering fifty (50) percent of the cost of the program; and

WHEREAS, Section 208 of the Water Resources Development Act of 1992 amendment, included a provision to allow the Government to accept in-kind services from the study sponsor in an amount not to exceed fifty (50) percent of the sponsor's cost share; 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 as Appendix A; and

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

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 a planning study, estimated to be completed within six (6) months from the time that funds are available, substantially in compliance with the Scope of Work, dated March 5th, 2007, attached as Appendix A and incorporated herein by reference, and in conformity with applicable Federal laws and regulations and generally acceptable standards of engineering practice.

2. The total cost of the planning study is estimated to be \$40,000, as specified in the cost estimate attached as Appendix B. The Sponsor shall contribute fifty (50) percent of all Planning Study costs, currently estimated to be \$20,000, which is documented in Appendix B of this agreement. The Sponsor shall donate the surveys required for the planning study. The Government shall contribute the remaining fifty (50) percent of the Planning Study costs, which is currently estimated to be \$20,000. Prior to any work being performed, the Sponsor agrees to provide required funds for Fiscal Year 2007 in the amount of \$20,000 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 de-obligated 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.

3. 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.

4. The Government, subject to and using funds appropriated by the Congress of the United States and using funds provided by the City of Richland, shall expeditiously prepare a planning study in accordance with the scope defined in Appendix A. 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.

5. 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.

6. 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 is in the interest of the United States.

7. 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.

8. This agreement shall become effective upon the signature of both parties.

For the City of Richland:

By: 
John C. Darrington

Title: City Manager, City of Richland

Date: 4/19/07
202 4/19/07

For the U. S. Army Corps of Engineers:

By: 
Lieutenant Colonel Anthony Hofmann

Title: District Commander

Date: 5/11/07

CERTIFICATE OF AUTHORITY

I, Thomas O. Lampson, do hereby certify that I am the principal legal officer of the CITY OF RICHLAND, that the CITY OF RICHLAND 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 the CITY OF RICHLAND, in connection with the Planning and Design Activities associated with the planning study, 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 the CITY OF RICHLAND, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this day of April 19 2007.



Thomas O. Lampson, City Attorney
City of Richland

CERTIFICATION REGARDING LOBBYING

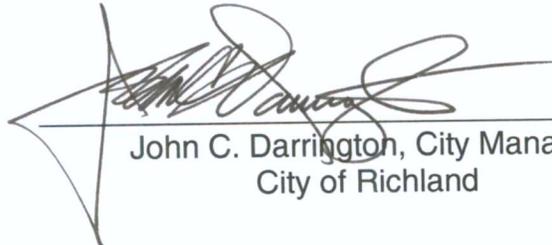
The undersigned certifies, to the best of his or her knowledge and belief that:

(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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.



John C. Darrington, City Manager
City of Richland

DATE: 4/19/07

APPENDIX A
Scope of Work for City of Richland Planning Assistance to States

The Walla Walla District U.S. Army Corps of Engineers will provide detailed hydrology and hydraulics for a floodplain study that consists of computing water surface profiles, floodplain and floodway for an approximate 2 miles on Hip Deep Creek and tributaries, consisting of two primary drainages, the first flowing in the west to east direction, and the second flowing in the north to south direction. This information will be displayed in a report that includes the delineation of the floodplain and floodway, including a floodway data table, and water surface profile plots. The City of Richland, Washington will be able to use the technical information to manage their floodplain program.

As a part of this study new survey data will be provided by the City of Richland and used to develop the water surface profiles and floodplain and floodway maps. The City of Richland will use the Walla Walla District U.S. Army Corps of Engineers Hydrology Section Survey Specifications for reducing survey data.

Date: March 5, 2007

Brian Wing

**APPENDIX B
Detailed Cost Estimate**

Planning Study	Total Costs	Government Share	Sponsor Share
1 Generate Revised Hydrology	\$3,680	\$1,840	\$1,840
2 Field Visit	\$736	\$368	\$368
3 Review Surveys Performed by City of Richland	\$1,472	\$736	\$736
4 Hydraulic Analysis	\$24,564	\$12,282	\$12,282
5 CADD	\$4,960	\$2,480	\$2,480
6 Report	\$2,208	\$1,104	\$1,104
7 Supervision	\$2,380	\$1,190	\$1,190
Sub-Total	\$40,000	\$20,000	\$20,000