

**LETTER AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND _____(sponsor),
FOR THE _____ STUDY**

THIS LETTER AGREEMENT is entered into this _____ day, of _____, 2013, by and between the parties, United States of America (hereinafter called the “Government”), represented by the District Engineer executing this Agreement, and _____ (hereinafter called the ”Sponsor”), collectively referred to as the Parties.

WITNESSETH

WHEREAS, Section 206 of the River and Harbor and Flood Control Act of 1960 (Public Law 86-645) authorizes the Secretary of the Army, acting through the Chief of Engineers, to compile and disseminate information on floods and flood damages, including identification of areas subject to inundation by floods of various magnitudes and frequencies (collectively the “Study”); and

WHEREAS, Section 202 of the Water Resources Development Act of 1999 (Public Law 106-53) authorizes the Secretary of the Army to accept funds voluntarily contributed by state, regional, or local governments for the purpose of expanding the scope of the services requested by the entities; and

WHEREAS, the Sponsor has identified the need for a _____ study as described in the Scope of Study (attached hereto as Exhibit A) incorporated into the Agreement; and

WHEREAS, the Sponsor has the authority and capability to furnish the Study and cooperation hereinafter set forth and is willing to participate in the Study financing in accordance with the terms of this Agreement; and

NOW THEREFORE, the Parties agree to the following:

1. The Government, using funds contributed by the Sponsor, shall expeditiously prosecute and complete the Study, in compliance with the Scope of Study, attached as Exhibit A, and in conformity with applicable Federal laws and regulations, and mutually acceptable standards of engineering practice. The terms of this agreement shall be effective only upon the signature of the Parties, through _____(date).
2. The total Study cost is currently estimated to be \$_____. The Government will provide \$_____ worth of services for the _____(tasks) as specified in the attached Scope of Study. The Sponsor has requested the Government to expand the scope of services as specified in the attached Scope of Study and shall contribute \$_____ in cash, as specified in the attached Scope of Study. The Sponsor agrees to provide a cashier or certified check in the amount of \$_____ which shall be made payable to FAO, USACE, Baltimore District, prior to any work being performed under this Agreement.
3. No Federal funds may be used to meet the local Sponsor's share of Study costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified by the granting Federal agency.
4. In the event that, at any point during the Study process, the Government estimates that the

Study costs are likely to exceed the total of remaining unexpended and unobligated Study funds available to the parties, the Government shall notify the Sponsor in writing as expeditiously as possible, and make no further commitment or expenditure of funds until the parties have an opportunity to confer and agree on a plan to continue the Study. The parties may agree to continue the Study, to terminate the Study, to reduce or amend the Scope of Study effort to match the remaining available funds, or agree to suspend the Study for up to six months to allow the Sponsor time to obtain additional funds. If the Sponsor is unable to obtain additional funding within the six months, the Government and the Sponsor mutually agree either to terminate the Study, or amend the Scope of Study effort to match the remaining available funds.

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 nonbinding alternative dispute resolution mutually acceptable to the Parties.

6. Upon thirty (30) days written notice, either Party may terminate or suspend the Study without penalty. Upon receipt of such notice, the Government will terminate work on the Study immediately. If the Study is terminated, the Agreement shall terminate within 60 days thereafter, at completion of the final accounting as provided in section 7 below.

7. Within ninety (90) days upon completion of the Study or notice of termination of this Study, pursuant to section 6 above, whichever occurs first, the Government shall prepare a final accounting of the Study costs, which shall display (1) cash contributions by the Sponsor, and (2)

disbursements by the Government of all funds. The balance of any unexpended Sponsor funds will be returned to the Sponsor upon completion of the work or termination of this Agreement.

8. In the event that 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 in any way be effected or impaired and shall continue in affect until the Agreement is completed.

9. The Parties may modify this Agreement by written amendment, signed by the Parties.

10. The project manager for the Government is Ms. Stacey Underwood, who can be reached at (410) 962-4977. The project manager for Sponsor is _____, who can be reached at _____. The project manager for either party may be changed by written notice to the other party at the notice addresses below.

Corps Notice Address:

Ms. Stacey Underwood, Planning and Environmental Services Branch, Planning Division, of the U.S. Army Corps of Engineers, Baltimore District, 10 South Howard Street, Baltimore, Maryland.

Sponsor Notice Address:

11. This Agreement shall inure to and be binding upon the parties hereto, and their successors and assigns.

12. The recitals at the beginning of this Agreement are incorporated herein and deemed to a material part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Letter Agreement to be executed by their proper and duly authorized officers on the day and year first above written.

WITNESS:

UNITED STATES ARMY CORPS OF ENGINEERS

BY: _____ (SEAL)

Colonel, Corps of Engineers

Baltimore District

District Engineer

Date: _____

_____, MARYLAND

WITNESS

BY: _____ (SEAL)

(Sponsor title block)

Date: _____