

**PLANNING ASSISTANCE TO STATES PROGRAM
LETTER OF AGREEMENT
BETWEEN
(SPONSOR NAME)
AND
U.S. ARMY CORPS OF ENGINEERS
BALTIMORE DISTRICT
FOR THE
(STUDY NAME)**

THIS AGREEMENT, entered into this _____ day of _____, 200X, by and between the United States of America (hereinafter called the "Government"), represented by the District Engineer, and (Sponsor Name) (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 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 Act of 1990 (Public Law 101-640) authorizes 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, the Sponsor has reviewed the state's comprehensive water plans and identified the need for the planning assistance as described in a Plan of Study, (Study Name), 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: The Government, using funds contributed by the Sponsor and appropriated by the Congress, shall expeditiously prosecute and complete the Study, estimated to be completed within twelve (12) months from the date receipt of funds from the Sponsor, substantially in compliance with the Plan of Study attached as Appendix 1 and in conformity with applicable federal laws and regulations and mutually acceptable standards of engineering practice.

The Government and the Sponsor shall each contribute in cash, fifty (50) percent of all study costs, the total cost of which is currently estimated to be \$XXX,XXX, as specified in the cost estimate attached as Appendix 2. The Sponsor agrees to provide a cashier or certified check in the amount of \$XX,XXX, which shall be made payable to FAO, USAED, Baltimore District, prior to any work being performed under this Agreement.

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 statute as verified by the granting agency.

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

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 affected or impaired and shall continue in effect until the Agreement is completed.

This Agreement shall become effective upon the signature of both Parties.

For the Sponsor:

By:

Title:

Date:

For the Corps:

By:

Title: U.S. Army Corps of Engineers
District Engineer

Date: