

**COST SHARING AGREEMENT FOR PLANNING ASSISTANCE
BETWEEN THE U.S. ARMY CORPS OF ENGINEERS
AND THE CITY OF KANSAS CITY, MO
FOR
PHASE III LINE CREEK WATERSHED STUDY**

THIS AGREEMENT, is entered into this ____ day of _____ 2015, by and between the United States of America (hereinafter called the "Government"), represented by the District Engineer executing this Agreement (hereinafter referred to as the "Government"), and the City of Kansas City, Missouri (hereinafter called the "Sponsor") represented by the Director of Water Services.

WITNESSETH, that

WHEREAS, the Congress has authorized the Corps of Engineers in Section 22 of the Water Resources Development Act of 1974, Pub. L. 93-251, 42 U.S.C. § 1962d-16, 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, Pub. L. 101-640, 42 U.S.C. § 1962d-16(b), 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, the Sponsor has reviewed Kansas City's comprehensive water plans and identified the need for the planning assistance as described in the Scope of Study attached hereto and incorporated as a part of this Agreement at Appendix A; 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;

NOW THEREFORE, the parties agree as follows:

1. The Government, subject to receiving funds appropriated by the Congress of the United States and using those funds and funds provided by the Sponsor, shall expeditiously prosecute and complete the study, estimated to be completed within 12 months from the date of this Agreement, substantially in compliance with the Scope of Study 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 fifty (50) percent of all study costs, the total cost of which is currently estimated to be \$200,000 as specified in the cost estimate attached as Appendix B. The Sponsor agrees to provide its share in the amount of \$100,000 in the following manner:

- The amount of \$100,000 shall be made payable to FAO, USAED, (Kansas City District), prior to any work being performed under this Agreement. A cashier or certified check, an electronic funds transfer (EFT), or wire transfer may be utilized.

3. No Federal funds may be used to meet the 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 agency.

4. Any claims or disputes arising under or relating to this agreement shall be resolved in accordance with Federal law and the terms of this Agreement.

5. 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 another form of nonbinding alternate dispute resolution mutually acceptable to the parties.

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 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. The provisions of this Agreement may be modified or amended only by the written mutual consent of the parties to this Agreement.

8. Either party may terminate this Agreement by providing written notice to the other party. In the event of termination, the Sponsor shall continue to be responsible for its share of all costs incurred by the Government under the Agreement.

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

CITY OF KANSAS CITY MISSOURI

U.S. ARMY CORPS OF ENGINEERS:

By: _____

Terry Leeds
Water Services Director
City of Kansas City,
Missouri

By: _____

Andrew D. Sexton
Colonel, Corps of Engineers
District Commander

Date: _____

Date: _____

Approved as to Form:

Mark P. Jones
Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Randall J. Landes
Director of Finance