

**LETTER AGREEMENT
PLANNING ASSISTANCE TO STATES
SUNFLOWER H2O
WATER SUPPLY AND DEMAND STUDY**

THIS AGREEMENT, entered into this ____ day of____, 2010, by and between the United States of America (hereinafter called the "Government"), represented by the District Engineer for the Tulsa District, U.S. Army Corps of Engineers; and the State of Kansas Water Office (hereinafter called the "Sponsor").

WITNESSETH, THAT

WHEREAS, Section 22 of the Water Resources Development Act of 1974 (Public Law 93-251), as amended, authorizes the Secretary of the Army, acting through the Chief of Engineers, 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 (Public Law 101-640) authorizes the Secretary of the Army to collect from non-Federal entities fees for the purpose of recovering 50 percent of the cost of the program established by Section 22; and

WHEREAS, the Sponsor has reviewed the State's comprehensive water plans and identified the need for planning assistance as described in the Scope of Studies 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 the study cost-sharing and financing in accordance with the terms of this Agreement;

NOW THEREFORE, the parties do mutually agree as follows:

1. The Government, using funds contributed by the Sponsor and appropriated by the Congress, shall expeditiously prosecute development of a Study Report containing water supply availability information, substantially in compliance with Scope of Work attached as Appendix A and in conformity with applicable Federal laws and regulations and mutually acceptable standards of engineering practice.
2. The Government shall contribute in cash **50 percent** of the total study cost, and the Sponsor shall contribute in cash and work-in-kind **50 percent** of the total study cost, which total study cost is **\$200,000**; provided, that the Government shall not obligate any cash contribution toward study costs, until such cash contribution has actually been made available to it by the Sponsor. The Sponsor agrees to contribute in kind services in the amount of **\$55,000** and cash in the amount of **\$45,000**, which shall be made payable to the Finance and Accounting Officer, Tulsa District, 1645 South 101 East Avenue, Tulsa, Oklahoma 74128-4609.
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 agency.
4. 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.
5. This Agreement shall terminate upon the completion of the Study; provided that prior to such time and upon thirty (30) days written notice, either party may terminate or suspend this Agreement without penalty. It is further understood and agreed that if the Study is not completed by February 1, 2012, or cannot be completed within the total study cost of \$200,000, this Agreement may be renewed or amended by the mutual written agreement of the parties.
6. Within ninety days after termination of this Agreement, the Government shall prepare a final accounting of the study costs, which shall display (1) cash contributions by the Federal Government, (2) cash and work-in-kind contributions by the Sponsor, and (3) disbursements by the Government of all funds. Subject to the availability of funds, within thirty days after the final accounting, the Government shall reimburse the Sponsor for non-Federal cash contributions that exceed the Sponsor's required share of the total study costs. Within thirty days after the final accounting, the Sponsor shall provide the Government any cash contributions required to meet the Sponsor's required share of the total study costs.
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 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 SPONSOR:

FOR THE GOVERNMENT:

By: _____
Tracy Streeter
Director
Kansas Water Office

By: _____
Michael J. Teague
Colonel, U.S. Army
District Commander

Date: _____

Date: _____

Attest:

By: _____

Date: _____

(Seal)

APPENDIX A

SCOPE OF STUDY PLANNING ASSISTANCE TO STATES

SUNFLOWER H2O WATER SUPPLY AND DEMAND STUDY

1. **GENERAL.** The Tulsa District of the U.S. Army Corps of Engineers (Corps) shall conduct the Sunflower H2O Water Supply and Demand Study under the authority of Section 22 of the Water Resources Development Act of 1974, as part of the Planning Assistance to States program. The Kansas Water Office (KWO) and Sunflower H2O are the non-Federal sponsors for the study. The purpose of the study is to develop the baseline water supply need (demand) and current supply sources; identify the potential recreation benefits, if they exist, of a surface water supply; identify surface water supply sources; and identify additional groundwater supply sources. This study will build on the Phase 1 study Bartlett & West and C.H. Guernsey & Company conducted for Sunflower H2O, the results of which were published as *Preliminary Engineering Report Phase 1: Sunflower H2O Initiative* in January 2008.

2. **WORK TO BE PERFORMED.**

a. NEEDS ASSESSMENT. KWO will provide the needs assessment as an in-kind service for this study. The needs assessment will gather information on existing water systems, including the following data:

- Name and service area of providers
- Size
- Capacity
- Water price to consumer
- Quantity supplied

The needs assessment will also include producing three scenarios for population trends (high, midline and low), which will be used to perform a gap analysis between water supply and projected future water demand using available information. KWO will work with the state of Oklahoma to gather pertinent information.

b. IDENTIFY POTENTIAL SURFACE WATER SOURCES. Based on existing information, professional judgment and the following assumptions, the study will determine if there is sufficient water flow to fill a lake and maintain water supply for each of the three potential impoundment sites agreed upon between the Corps and sponsors. The size of the impoundment will also be estimated. The assumptions include:

- No geotechnical issues exist
- Water quality is sufficient for drinking water
- Where water gauge data is insufficient, estimate flow data or use nearby-gauges to determine sufficiency of flow

- c. **IDENTIFY POTENTIAL GROUNDWATER SOURCES.** Information available from local, state, and Federal agencies will be reviewed to identify the magnitude and distribution of gaps between existing groundwater supplies and projected future groundwater demands in the study area. Available information and field survey(s) will be used to evaluate two sites in the study area where additional groundwater supplies could potentially be developed. The sponsor and Corps will pick which sites to evaluate. The sites' relevant characteristics will be described and any physical, economic, legal, and/or social constraints that could limit the development of groundwater supplies at the sites will be identified. The sites' estimated dependable yields and probable permit limits for groundwater will be used to determine whether developing groundwater supplies, surface water supplies, or some combination of the two appears to be the best strategy for meeting water needs in the respective areas of the sites.
- d. **PRELIMINARY RECREATION ANALYSIS.** The recreation analysis will use available information and focus on the outcome of the surface water needs analysis. The recreation analysis will describe the existing recreation supply, including, where available, usage data and the distribution thereof in the study area, while incorporating information from the Statewide Comprehensive Recreation Plan (SCORP). For the viable surface water sites identified, the analysis will estimate the potential demand for water-based recreation within an 80 mile travel radius. The demand will be based solely on the population within the radius of each site.

3. REPORT PREPARATION.

- a. The Corps will prepare a draft report that integrates the results of the needs assessment, identification of potential surface water and groundwater sources, and preliminary recreation analysis. The report will be direct, concise, and written in a style that is easy to understand. Graphics will be used where appropriate. Copies of the draft report will be submitted to the sponsors to review. The Corps will incorporate comments and revisions received from the sponsors into the final report.
- b. The Corps will provide each sponsor with five copies of the final report, which will be printed on letter-size (8½ by 11 in.) plain white bond paper. Plate inserts will be limited to 8½ by 11 in. or, if larger, folded to conform to the 8½ in. width of the report. Color graphics and/or maps will be limited to three pages. Additional graphics and maps will be printed in black and white.
- c. The Corps will also provide each sponsor with a compact disc that contains the report in Adobe PDF format.

4. PROJECT/STUDY MANAGEMENT. Project/study management will be performed throughout the study. Project/study management aims to ensure that the study meets the sponsors' expectations, objectives, and needs. To accomplish this, the project and study managers will obtain agreement on the goals and expectations for the study; develop a plan for carrying out the study and delivering a report that documents the study's results; and

monitor and manage the study’s scope, quality, costs, and schedule. Project/study management includes coordinating with the sponsors, technical team members, and relevant local, state, and Federal agencies, to obtain information and resolve study-related questions and concerns. If any elements of the study are contracted out, project/study management will also include ensuring that contracted work complies with the applicable contract(s) and scope(s) of work.

5. MEETINGS AND CONFERENCES. The Corps and sponsors will meet monthly, via telephone conference call. The sponsors or Corps may request additional meetings to discuss study-related questions and concerns.

6. SCHEDULE. The study schedule is as follows:

Activity / Product	Schedule
Needs Assessment, Identification of Surface Water and Groundwater Sources, and Recreation Analysis	9 months after the Letter Agreement is signed and non-Federal funds are received
Draft Report	30 calendar days after analyses are completed
Sponsor Review of Draft Report	30 calendar days after draft report is submitted
Final Report	30 calendar days after sponsors’ comments on draft report are received

7. POINTS OF CONTACT. The points of contact for this study are:

U.S. Army Corps of Engineers,
Tulsa District

Mr. Bryan K. Taylor
Project Manager
Planning Assistance to States Program
Programs and Project Management Division
(918)669-4950, bryan.k.taylor@usace.army.mil

Ms. Maya Dehner
Study Manager
Planning and Environmental Division
(918)669-7193, maya.e.dehner@usace.army.mil

Kansas Water Office

Ms. Margaret Fast
(785)296-0865, margaret.fast@kwo.ks.gov

Sunflower H2O

Mr. Mike Mayberry
(620)770-2041, mikkiowa@sctelcom.net

Attachment 1

COST ESTIMATE

**SUNFLOWER H2O
WATER SUPPLY AND DEMAND STUDY**

Activity	Corps	KWO	Sunflower H2O	Total Cost
Needs Assessment (in-kind)		\$ 35,000		\$ 35,000
Recreation Analysis	\$ 30,000			\$ 30,000
Surface Water Source Analysis	\$ 60,000			\$ 60,000
Groundwater Source Analysis	\$ 20,000			\$ 20,000
Report Preparation	\$ 10,000			\$ 10,000
Sponsors Review & Coordination (in-kind)		\$ 10,000	\$ 10,000	\$ 20,000
Project/Study Management	\$ 25,000			\$ 25,000
Totals of Federal and Non-Federal Work	\$ 145,000	\$ 45,000	\$ 10,000	\$ 200,000
Adjustment for Required Non-Federal Cash	\$ (45,000)	\$ 5,000	\$ 40,000	
Total Federal and Non-Federal Costs	\$ 100,000	\$ 50,000	\$ 50,000	\$ 200,000