

Interstate Council on Water Policy Planning Assistance to States (PAS) Application Guide

Amishi Singh



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PAS Overview

Purpose

The PAS program is an US Army Corps of Engineers (USACE) program that was first introduced in the Water Resource DEvelopment Act (WRDA) in 1974 intended to assist entities with preparing comprehensive plans for development, utilization, and conservation of water and related resources of drainage basins, watersheds, or ecosystems. Studies must be conducted only at a planning level of detail and can not include any detailed designs for project construction. Essentially, its primary purpose is to assist various entities in conducting planning for water resources. It is known as one of the most flexible programs that the USACE offers, so ask your district!

Participants

PAS typically takes place between an organization and their corresponding USACE District Office. Due to funding requirements, it's most typical for taxing authorities, like cities, to be the ones who apply for PAS since they can afford it. However, it is available to, states, local governments, non-federal entities, federally recognized Tribes, nonprofits (nonprofits must also provide a letter from the affected government consenting to the project) , and some territories (The Commonwealth of Puerto Rico, Guam, American Samoa, The Virgin Islands, The Commonwealth of the Northern Marianas, The Trust Territory of the Pacific Islands). There are also projects that have showcased partnerships with regional coalitions, like a watershed council, or multiple district offices if the study area is big enough.



Project Types

PAS funding is split into two broad categories: comprehensive water resources planning or technical assistance. The two project types have different purposes, cost sharing agreements, and some district offices might have preferences for one type over the other.

Comprehensive Water Resources Planning

Assistance in the development of a comprehensive plan includes planning for the development, utilization, and conservation of the water and related resources of drainage basins, watersheds, or ecosystems, including plans to address water resources challenges within the existing water plan. Some of the potential projects can include flood risk management, environmental restoration, water quality and quantity, hydropower, erosion, navigation, fish passage, and cultural resource restoration or preservation. Comprehensive planning activities are shared at a 50% cost share with the non-federal partner, which can be provided through funds, provisions or services, materials, supplies, or other in-kind services. However, it's worth noting that any services provided by volunteers do not count towards the cost-match.

Technical Assistance

Technical assistance includes supporting planning efforts including obtaining hydrologic, economic, or environmental data and conducting analysis to support water resources management and related development plans. These projects aim to address improving planning for hazard mitigation, preparedness, response, recovery plans, as well as planning for climate change, resilience or long-term sustainability. Much like the comprehensive plans, technical assistance programs do require a 50/50 cost share. However since they require more specific resources, they do not accept in-kind services and the cost share must be fully based on funds. While outside the scope of this report it is worth noting that the USACE also offers a Floodplain Management Services Program that provides technical assistance to governments at no cost.



Application Process

1. Reach out to the USACE District Office with your issue.

It is fairly typical to reach out to an office without a full plan or finalized request. Typically, this process starts with a request like, “we want a better understanding of our groundwater in the region”. It is also fairly typical for organizations to not know what their exact needs are when they first reach out to the office. Most districts have some portion of money set aside as negotiation funds so that they can work with you to figure out exactly what you need to address a problem. See Appendix 1 for a sample.

A note on who to contact- since PAS is administered at a district level it can often differ who is actually responsible for the implementation of PAS in that district. Some districts have a specific PAS Program Manager, while for others it might fall under a broader title like a Civil Works Coordinator. A good place to start tends to be looking up the district website and seeing if there is a PAS specific contact listed and if not just sending an email asking for a contact to the district office.

2. Develop the scope of work

Work in collaboration with the district office to identify what the deliverables will be, how much the project will cost, and the timeline for the project. The timelines for these projects also vary widely, ranging anywhere from 6 months to multiple years.

3. Sign a Letter of Agreement

Finalize the scope of work, and sign a letter of agreement. The final agreement must be approved by upper level USACE officials before the work can begin. See Appendix 2 for samples.

Project Examples

This story map from the St. Paul District showcases 24 projects that they have been involved in. This is a great look at the types of projects that can fall under PAS from groundwater modeling to restoration planning. Unfortunately, there is no national database that catalogs all of the completed projects at a national level, but inquiring at the district level can reveal some insights about the projects that have been done in your region.

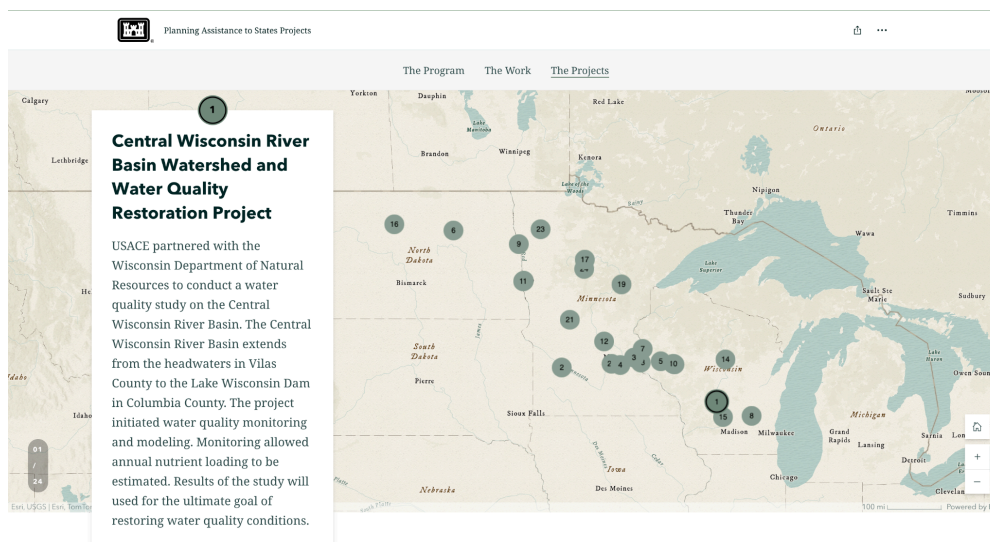


Figure 1: A screenshot from the interactive tool cataloging the St. Paul projects ([link](#))



Fee Waiver

Definition

WRDA 2020 introduced a fee waiver that waived the cost share requirements for PAS projects for Tribes and economically disadvantaged communities. The fee waiver applies to all economically disadvantaged community which are defined as the following (only one of the criteria below must be met)

1. Low per capita income: the area has a per capita income of 80% or less of the national average
2. Unemployment rate above national average: the area has an unemployment rate that is, for the most recent 24 month period for which data is available, at least 1% greater than the national average unemployment rate
3. Indian country or in the proximity of an Alaska Native Village
4. US Territories
5. Communities identified as disadvantaged by the Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST)

Does the entire study area need to be considered disadvantaged?

No, you will qualify for the fee waiver if 51% of the intended study area fits into the definitions stated above.

Application Process

To use the waiver the organization needs to submit a Section 8119 Fee Waiver. See Appendix 3 for example.

Key Takeaways from Interviews

1. Now is the best time to apply for PAS.

The injection of additional funds through the 2021 Bipartisan Infrastructure Law (BIL) allowed for a shift from one application window a year to a rolling application cycle, meaning that the timeline for applying has been shortened by up to 11 months. Since it's unlikely that the additional funding will continue once it runs out, it's a good idea to take advantage of that funding now.

2. You do not need a full project already planned.

Many partners approach the USACE with a vague idea or more of an end goal in mind. That is very normal and they are there to work with you to figure out how to most effectively use your money to get a study or plan that will be the most beneficial to you. Don't wait until your proposal is fully fleshed out!

3. PAS has almost no outreach budget.

According to everyone that I spoke with, the biggest hurdle facing this program is the lack of information about its existence and benefits. Unfortunately, this means that for many people the only way to find out about the program is by word of mouth or previous experience with the program.

4. The scope of EJ work is still relatively narrow.

Everyone who I spoke with had done work with the fee waiver with tribes, but not with any other EJ communities. People attributed this to a lack of knowledge about where those communities are as well as uncertainty about how PAS could be used to address systemic failures surrounding lack of environmental planning, or future climate adaptation needs. Additionally, the requirement that 51% of the study area meet the EJ metrics adds a barrier since most water resource projects do not strictly follow census blocks.



Role of ICWP

In my opinion there are two main opportunities for ICWP to be involved in PAS aside from just applying for funding. First- outreach. Since the Corps has been able to do such little outreach. I think that ICWP is in a unique position to provide information about the program to water resource managers across the country. Second- expanding the scope of the EJ work. Because the USACE has to wait for people to contact them for projects, it puts the burden of identifying EJ communities and their vulnerabilities on the non-federal entity that is applying. Identifying where these planning resources would be most useful and creating a priority list would be an incredible resource and could enable progress to be made in more just and equitable use of these resources.

Appendix

1: Sample Request Letters

This is in reference to the Corps of Engineers Planning Assistance to States Program. We understand that the provisions of Section 22 of the Water Resources Development Act of 1974 (Public Law 93-251), as amended, provides authority for the Corps to assist in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land resources. The [name of state, eligible Native American Indian tribe, local government, or other non-Federal entity] requests planning assistance for [briefly describe problem or need, including if appropriate, the name of the body of water or waterway, and city, township, etc.], in [county and state]. We would like to discuss the availability of information, required schedule, and level of effort required in order to negotiate an appropriate Cost Sharing Agreement to initiate a Section 22 study. Please contact [name, title, phone number] to arrange a further discussion of this inquiry

This letter is in reference to the Planning Assistance to States (PAS) Program. Our agency understands that the provisions of Section 22 of the Water Resources Development Act of 1974 (Public Law 93-251), as amended, provides authority for the Corps to assist in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land resources. We understand that a comprehensive plan is cost-shared 50 percent by the Corps and 50 percent by the partner and that our 50 percent share can be provided from funds or potentially in-kind services. Our agency is requesting planning assistance for [state reason here]. [Add brief paragraph here describing the problem or need in more detail.] Upon your review of this initial request, we would like to discuss the availability of information, required schedule, and the level of effort to negotiate the appropriate Cost Sharing Agreement to initiate a Section 22 study for this [state study/project here]. Please contact [staff person, title at email address or phone number]

Sincerely, Executive Director/Supervisor Title Agency Name

2: Sample Agreement Letters

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
[INSERT FULL NAME OF NON-FEDERAL SPONSOR]
FOR DEVELOPMENT OF A COMPREHENSIVE PLAN

THIS AGREEMENT is entered into this ___ day of _____, ____, by and between the Department of the Army (hereinafter the “Government”), represented by the U.S. Army Engineer, [Insert Name of District] (hereinafter the “District Engineer”) and the [Insert Full Name of Non-Federal Sponsor] (hereinafter the “Non-Federal Sponsor”), represented by the [Insert Title].

WITNESSETH, THAT:

WHEREAS, Section 22 of the Water Resources Development Act of 1974, as amended (42 U.S.C. 1962d-16) authorizes the Secretary of the Army, acting through the Chief of Engineers, to provide assistance in the preparation of a comprehensive water resources plan (hereinafter the “Plan”) to a State or non-Federal interest working with a State, and to establish and collect fees for the purpose of recovering 50 percent of the costs of such assistance except that Secretary may accept and expend non-Federal funds provided that are in excess of such fee; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Government shall develop the Plan, in coordination with the Non-Federal Sponsor, in accordance with the attached Scope of Work, and any modifications thereto, that specifies the

scope, cost, and schedule for activities and tasks, including the Non-Federal Sponsor's in-kind services.

2. The Non-Federal Sponsor shall provide 50 percent of the costs for developing the Plan in accordance with the provisions of this paragraph. As of the effective date of this Agreement, the costs of developing the Plan are projected to be \$_____, with the Government's share of such costs projected to be \$_____ and the Non-Federal Sponsor's share of such costs projected to be \$_____, which includes estimated credit in the amount of \$_____ for in-kind services.

a. After considering the estimated amount of credit for in-kind services that will be afforded in accordance with paragraph 4, if any, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the initial fiscal year of development of the Plan, with a fiscal year beginning on October 1st and ending on September 30th of the following year. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government by delivering a check payable to "FAO, USAED, **[Insert District and EROC code, e.g., New Orleans (B2)]**" to the District Engineer or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

b. No later than August 1st prior to each subsequent fiscal year during development of the Plan, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government using one of the payment mechanisms specified in paragraph 2.a. above.

c. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's costs of developing the Plan, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

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d. Upon completion of the Plan and resolution of any relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of costs, including contract claims or any other liability that may become known after the final accounting.

3. In addition to its required cost share, the Non-Federal Sponsor may determine that it is in its best interests to provide additional funds for development of the Plan. Additional funds provided under this paragraph and obligated by the Government are not included in calculating the Non-Federal Sponsor's required cost share and are not eligible for credit or repayment.

4. The in-kind services includes those activities (including services, materials, supplies, or other in-kind services) that are required for development of the Plan and would otherwise have been undertaken by the Government and that are specified in the Scope of Work and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the Scope of Work. The Government shall credit towards the Non-Federal Sponsor's share of costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind services, including associated supervision and administration. Such costs shall be subject to audit in accordance with paragraph 9 to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

a. As in-kind services are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind services shall not exceed the Non-Federal Sponsor's share of costs.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind services are completed and credit is afforded; for the value of in-kind services obtained at no cost to the Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

5. The Non-Federal Sponsor shall not use Federal Program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Plan. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

6. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

7. Upon 30 calendar days written notice to the other party, either party may elect, without penalty, to suspend or terminate further development of the Plan. Any suspension or termination shall not relieve the parties of liability for any obligation incurred.

8. As a condition precedent to a party bringing any suit 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 the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

9. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of

three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

a. The Government may conduct, or arrange for the conduct of, audits of the Plan. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Plan shall not be included in the shared costs of the Plan, but shall be included in calculating the overall Federal cost of the Plan.

b. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

10. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

11. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as shown below. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this paragraph.

If to the Non-Federal Sponsor:

[Insert Title and Address of Sponsor representative to receive notices]

If to the Government:

[Insert Title and Address of Government representative to receive notices]

12. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

13. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY
[INSERT FULL NAME OF SPONSOR]

BY: _____

[INSERT TYPED NAME]

**[Insert Colonel, U.S. Army or
Lieutenant Colonel, U.S. Army, as
applicable]**

District Engineer

BY: _____

[INSERT TYPED NAME]

[Insert Full Title]

DATE: _____

DATE: _____

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
[NON-FEDERAL SPONSOR'S NAME]
FOR THE PROVISION OF CERTAIN TECHNICAL ASSISTANCE

THIS AGREEMENT is entered into this ___ day of _____, ____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for [Name of USACE District, e.g., New Orleans District] (hereinafter the "District Commander") and the [Non-Federal Sponsor's Name] (hereinafter the "Non-Federal Sponsor"), represented by the [Title].

WITNESSETH, THAT:

WHEREAS, Section 22 of the Water Resources Development Act of 1974, as amended (42 U.S.C. 1962d-16), authorizes the Secretary of the Army to provide technical assistance related to the management of State water resources (hereinafter "Technical Assistance") to a State or non-Federal interest working with a State and to establish and collect fees for the purpose of recovering 50 percent of the costs of such assistance except that Secretary may accept and expend non-Federal funds provided that are in excess of such fee; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Government shall provide Technical Assistance in accordance with the attached Scope of Work, and any modifications thereto, that specifies the scope, cost, and schedule for activities and tasks. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as

amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

2. The Non-Federal Sponsor shall provide 50 percent of the costs of providing the Technical Assistance in accordance with the provisions of this paragraph. As of the effective date of this Agreement, the costs of providing the Technical Assistance are projected to be \$ _____, with the Government’s share of such costs projected to be \$ _____ and the Non-Federal Sponsor’s share of such costs projected to be \$ _____.

a. No later than 15 calendar days after the effective date of this Agreement, the Non-Federal Sponsor shall provide the full amount of its share of costs by delivering a check payable to “FAO, USAED, [**District and EROC code, e.g., New Orleans (B2)**]” to the District Commander or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

b. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor’s costs of the Technical Assistance, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

c. Following completion or termination of the Technical Assistance and resolution of any relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to “FAO, USAED, [**District and EROC code, e.g., New Orleans (B2)**]” to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund any remaining unobligated amount. Such final accounting does not limit the Non-Federal

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Sponsor's responsibility to pay its share of costs, including contract claims or any other liability that may become known after the final accounting.

3. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof.

Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

4. In addition to its required cost share, the Non-Federal Sponsor may determine that it is in its best interests to provide additional funds for the Technical Assistance. Additional funds provided under this paragraph and obligated by the Government are not included in calculating the Non-Federal Sponsor's required cost share and are not eligible for credit or repayment.

5. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the provision of the Technical Assistance. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

6. Upon 30 calendar days written notice to the other party, either party may elect, without penalty, to suspend or terminate the provision of Technical Assistance under this Agreement. Any suspension or termination shall not relieve the parties of liability for any obligation incurred.

7. The parties agree to use their best efforts to resolve any dispute in an informal fashion through consultation and communication. 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 the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

8. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

9. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

10. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as shown below. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

If to the Non-Federal Sponsor:

[Title and Address of Sponsor representative to receive notices]

If to the Government:

[Title and Address of Government representative to receive notices]

11. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

12. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY
[NON-FEDERAL SPONSOR'S NAME]

BY: _____ BY: _____
[TYPED NAME] [TYPED NAME]
[Rank], U.S. Army [Full Title]
District Commander

DATE: _____ DATE: _____

3: Fee Waiver Sample

Sample

EXAMPLE PLANNING ASSISTANCE TO STATES LETTER OF INTENT – SECTION 8119 FEE WAIVER

SPONSOR LETTERHEAD

[DISTRICT COMMANDER NAME/DISTRICT PAS PROGRAM MANAGER]
[TITLE]

U.S. Army Engineer Corps of Engineers [SITE LOCATION CORPS DISTRICT] District
[CORPS DISTRICT STREET ADDRESS]
[CORPS DISTRICT CITY, STATE, ZIP]

Dear [DISTRICT COMMANDER]:

The [SPONSOR NAME] is requesting assistance from the U.S. Army Corps of Engineers for a [comprehensive plan/technical assistance] in accordance with Section 22 of the Water Resources Development Act (WRDA) of 1974, Planning Assistance to States (PAS). We are requesting assistance to address the [FLOODING PROBLEMS] [ECOSYSTEM RESTORATION] [BANK EROSION] [NAVIGATIONAL IMPROVEMENTS] [OTHER] in [GENERAL AREA DESCRIPTION].

[GENERAL PROBLEM DESCRIPTION AND ASSISTANCE REQUESTED IN ONE TO TWO PARAGRAPHS, TO INCLUDE IMPACTS TO THE EDC AND BENEFITS OF THE PAS STUDY TO THE EDC]

The [SPONSOR NAME] intends to serve as the partner for the project. We are aware that PAS assistance is cost-shared 50% Federal and 50% non-Federal and do not include site specific designs or construction. As [NAME OF AREA] is an economically disadvantaged community as defined by Section 160 of WRDA 2020, and as described above, we request consideration for the fee waiver provided under Section 8119 of WRDA 2022.

We are committed to this effort and are willing, able and would be financially prepared to participate in the PAS [comprehensive plan/technical assistance]. We look forward to executing a cost-sharing agreement at the appropriate time in the process. Please contact [SPONSOR'S POINT OF CONTACT] for further information or assistance.

SIGNATURE BLOCK

Director, City Manager, Mayor, etc., as appropriate