



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
SAINT LOUIS DISTRICT CORPS OF ENGINEERS
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103

SEP 14 2015

CEMVS-PD

MEMORANDUM FOR Commander, US Army Corps of Engineers, Mississippi Valley Division (CEMVD-PD-SP/Phil Hollis), P.O. Box 80, 1400 Walnut Street, Vicksburg, Mississippi 39181-0080

SUBJECT: District Commander's Certification of No Deviation to the Executed Feasibility Cost Sharing Agreement for the Saint Louis Riverfront – Meramec River Feasibility Ecosystem Restoration Project in Jefferson and Saint Louis County, MO.

1. I attest that the Executed Feasibility Cost Sharing Agreement for the Saint Louis Riverfront – Meramec River Feasibility Ecosystem Restoration Project in Jefferson and Saint Louis County, MO (Encl 1) does not deviate from the approved model Feasibility Cost Sharing Agreement.
2. The signed Non-Federal Sponsor Financial Capability Self-Certification (Encl 2) is included.
3. The signed Non-Federal Sponsor Certificate of Authority (Encl 3) is included.
4. The signed Non-Federal Sponsor Certification regarding Lobbying (Encl 4) is included.
5. The Allocation Table (Encl 5) is included.
6. The memorandum from the MVD commander regarding approval for the Feasibility Cost Sharing Agreement for the Saint Louis Riverfront – Meramec River Feasibility Ecosystem Restoration Project in Jefferson and Saint Louis County, MO (Encl 6) is included.
7. The CEMVS point of contact for this action is [REDACTED] Project Manager, CEMVS-PD, (314) 331-8129, or e-mail: [REDACTED]

Encls

[REDACTED]
ANTHONY J. MITCHELL
COL, EN
Commanding

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE MISSOURI DEPARTMENT OF NATURAL RESOURCES
FOR THE
ST. LOUIS RIVERFRONT, MO – MERAMEC RIVER ECOSYSTEM
RESTORATION

THIS AGREEMENT is entered into this 27th day of August 2015, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Saint Louis District (hereinafter the "District Engineer") and the Missouri Department of Natural Resources (hereinafter the "Non-Federal Sponsor"), represented by the Director, Missouri Department of Natural Resources.

WITNESSETH, THAT:

WHEREAS, by resolution dated June 21, 2000, the Committee on Transportation and Infrastructure, U.S. House of Representatives, authorizes a review of the *Mississippi River and its tributaries in St. Louis City, St. Louis County, and Jefferson County, Missouri, and Madison County, St. Clair County, and Monroe County, Illinois, to determine whether there are possible improvements in the interest of public access, navigation, harbor safety, off-channel floating, intermodal facilities, water quality, environmental restoration and protection, and related purposes;*

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; 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:

ARTICLE I - DEFINITIONS

A. The term "Study" means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for ecosystem restoration as generally described in St. Louis Riverfront Reconnaissance Report, Meramec River Addendum, approved by Commander, Mississippi Valley Division, on June 28, 2013 at Jefferson and Saint Louis Counties, MO.

more funds are needed to develop the PMP, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor, and no later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

2. As soon as practicable after completion of the PMP, and after considering the estimated amount of credit for in-kind contributions that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of the shared study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

3. No later than August 1st prior to each subsequent fiscal year of the Study, 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.

C. The Government shall include in the shared study costs and credit towards the Non-Federal Sponsor's share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions, including associated supervision and administration. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions 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 contributions shall not exceed the Non-Federal Sponsor's share of the shared study costs less the amount of funds provided pursuant to paragraph B.1. of this Article.

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

D. 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 solicitations for contracts prior to the Government's issuance of

B. The Government shall provide the Non-Federal Sponsor with quarterly reports setting forth the estimated shared study costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, St. Louis (B3)" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of the shared study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of the shared study costs, 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.

E. Upon conclusion of the Study and resolution of all relevant claims and appeals and eminent domain proceedings, 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 shared study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study will be terminated if a Report of the Chief of Engineers, or, if applicable, a Report of the Director of Civil Works, is not signed for the Study within 3 years after the effective date of this Agreement.

included in shared study costs, but shall be included in calculating the maximum Federal study cost.

ARTICLE VII - RELATIONSHIP OF PARTIES

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.

ARTICLE VIII - NOTICES

A. 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 follows:

If to the Non-Federal Sponsor:

**Director
Missouri Department of Natural Resources
PO Box 176
Jefferson City, MO 65102-0176**

If to the Government:

**District Engineer
U.S. Army Engineer District, St. Louis
1222 Spruce Street
Saint Louis, MO 63103**

B. 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 Article.

ARTICLE IX - CONFIDENTIALITY

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.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

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

BY: 

COL Anthony P. Mitchell
DISTRICT ENGINEER
U.S. ARMY ENGINEER DISTRICT,
ST. LOUIS

MISSOURI DEPARTMENT OF NATURAL
RESOURCES

BY: 

 Sara Parker Pauley
DIRECTOR
MISSOURI DEPARTMENT OF
NATURAL RESOURCES

DATE: 27 August 2015

DATE: 27 August 2015

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, Lori Gordon, do hereby certify that I am the Director of the Division of Administrative Support for the Missouri Department of Natural Resources (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Saint Louis Riverfront – Meramec River Feasibility Ecosystem Restoration Project in Jefferson and Saint Louis Counties, MO; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Feasibility Cost Sharing Agreement.

IN WITNESS WHEREOF, I have made and executed this certification this 23rd day of

July, 2015.

BY: 

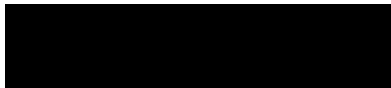
TITLE: Director, Division of Administrative Support

DATE: 7/23/15

CERTIFICATE OF AUTHORITY

I, Marty Miller, do hereby certify that I am the principal legal officer of the Missouri Department of Natural Resources, that the Missouri Department of Natural Resources is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Missouri Department of Natural Resources in connection with the Saint Louis Riverfront – Meramec River Feasibility Ecosystem Restoration Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the Missouri Department of Natural Resources have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 31st day of August 2015.



Marty Miller
Acting General Counsel
Missouri Department of Natural Resources

CERTIFICATION REGARDING LOBBYING

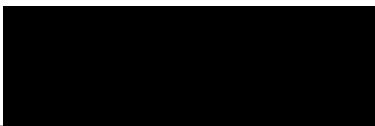
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



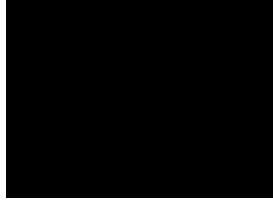
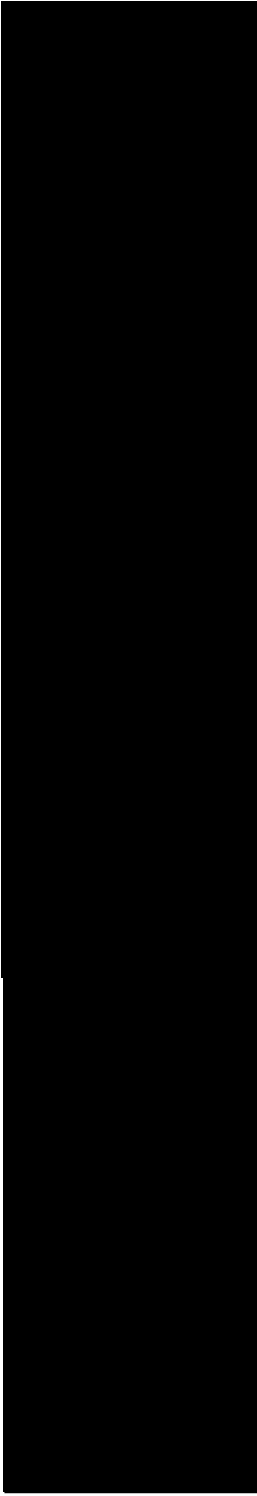
Sara Parker Pauley
DIRECTOR,
MISSOURI DEPARTMENT OF
NATURAL RESOURCES

DATE: 27 Aug 2015

St. Louis Riverfront, MO & IL Meramec River

Federal/ Non-Federal Funds Allocation (w/o excess study costs)

<u>Fiscal Year</u>	<u>Total Study Cost</u>	<u>Non-Fed Credits Art III&VI</u>	<u>Non-Fed Work-in-kind</u>	<u>Scheduled Study Costs</u>	<u>Percent</u>	<u>Non-Fed Cash</u>	<u>Total Federal</u>	<u>Total Non-Fed</u>
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Sponsor 50 percent share =
 Non-Fed Credits for Article III & VI
 Difference =
 Non-Fed in-kind contributions =
 Total non-Fed cash =
 Non-Federal Proportionate Share =

¹ Allocation excludes \$100,000 for Independent External Peer Review (IEPR). Per CECW-P Memo dated Apr 9, 2015, SUBJECT: Implementation Guidance for Section 1001 of the Water Resources Reform and Development Act of 2014 (WRRDA 2014) – Vertical Integration and Acceleration of Studies, paragraph 3a.(1)(a) states that IEPR costs are funded with study funds but are not included in the calculation of the shared study costs. In addition, these costs are not included in the calculation of the Federal cost limit of \$1.5 million.



DEPARTMENT OF THE ARMY
MISSISSIPPI VALLEY DIVISION, CORPS OF ENGINEERS
P.O. BOX 80
VICKSBURG, MISSISSIPPI 39181-0080

REPLY TO
ATTENTION OF:

CEMVD-PD-SP

30 JUL '15

MEMORANDUM FOR Commander, St. Louis District

SUBJECT: Approval of Feasibility Cost Sharing Agreement for Saint Louis Riverfront - Meramec River Feasibility Ecosystem Restoration Project in Jefferson and Saint Louis Counties, MO

1. References:

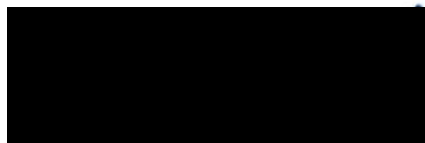
a. Memorandum, CEMVS-PD, 9 July 2015, subject: Saint Louis Riverfront - Meramec River Feasibility Ecosystem Restoration Project in Jefferson and Saint Louis County, MO, Draft Feasibility Cost Sharing Agreement (FCSA) Package (encl 1).

b. Memorandum, CEMVD-PD-N, 31 October 2007, subject: Delegation of Approval and Execution Authority for Feasibility Cost Sharing Agreements (FCSA) for Studies of Proposed Projects That Will Require Specific Authorization, for Studies of Modifications That Are Beyond the Scope of the Existing Project Authorization, and for Studies of Projects Authorized Without a Feasibility Study, and for Feasibility Cost-Sharing Agreements for Studies of Proposed Projects Under the Continuing Authorities Program and Other Program Authorities that Do Not Require Additional Authorization to Implement Projects.

2. As requested, our staff has reviewed the FCSA submitted to this office on 9 July 2015. The district should proceed as scheduled to process the FCSA agreement as modified during the MSC review (encl 2).

3. This completes the MVD policy and procedural review. Within 14 days after execution of the FCSA, the district should e-mail a PDF file of the executed agreement. The District must also advise the DST of any signing ceremonies requested by the sponsor and in particular whether the presence of the ASA(CW) is requested.

4. The MVD point of contact is Mr. Philip Hollis, CEMVD-PD-SP, at (601) 634-5993.



2 Encls

MICHAEL C. WEHR
Major General, USA
Commanding