

COST SHARING AGREEMENT
FOR
PLANNING ASSISTANCE BETWEEN
THE U S. ARMY CORPS OF ENGINEERS
AND
THE IDAHO WATER RESOURCE BOARD
FOR THE
WEISER-GALLOWAY GAP ANALYSIS, ECONOMIC EVALUATION
AND RISK-BASED COST ANALYSIS PROJECT

THIS AGREEMENT, entered into this 3rd day of JUNE, 2010 by and between the United States of America (hereinafter called the "Government"), represented by the Walla Walla District Engineer executing this Agreement, and the Idaho Water Resource Board (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, local governments, and Indian Tribes 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) authorized the Government to collect from non-federal entities fees for the purpose of recovering fifty (50) percent of the cost of the program, as reflected in 42 USC 1962d-16; and,

WHEREAS, Section 208 of the Water Resources Development Act of 1992 amendment included a provision to allow the Government to accept in-kind services from the study sponsor in an amount not to exceed fifty (50) percent of the sponsor's cost share; and

WHEREAS, the Sponsor has reviewed the State's comprehensive water plans and has requested planning assistance to develop a plan to manage and develop the water resources of the Weiser River, and to meet future storage demands as directed by the 2008 Idaho Legislature in House Joint Memorial No. 8, and as described in the Scope of Work, incorporated into this agreement as part of the Project Management Plan in Appendix A; and

WHEREAS, the Sponsor has the authority and capability to furnish the performance 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, using funds contributed by the Sponsor and appropriated by the Congress, shall expeditiously prosecute and complete a report that qualitatively describes changes in existing conditions (gap analysis) from the USACE March 1989 Preliminary Feasibility Report, updates economic benefits

for potential project multi-purposes, and develops a risk-based cost and schedule analysis for the Weiser-Galloway facility. See Appendix A for the Project Management Plan (PMP) for further scope information.

2. The total cost of the Weiser-Galloway Planning Assistance to States (PAS) Project is estimated to be \$200,000, as specified in Appendix A. The Government shall contribute fifty (50) percent of all study costs, which is currently estimated to be \$100,000. The Sponsor shall contribute fifty (50) percent of all study costs and estimate \$12,000 will be attributed through in-kind service. Prior to any work being performed, the Sponsor agrees to provide required funds for Fiscal Year 2010 in the amount of \$88,000 to the Government. The Sponsor shall make the full amount available to:

Finance and Accounting Officer, USAED, Walla Walla
201 North 3rd Avenue
Walla Walla, Washington 99362

Any sponsor funding not spent shall be deobligated and returned to the Sponsor. Upon request of the Sponsor, the Government shall provide satisfactory evidence of the completed work or services to the Sponsor.

3. No Federal funds may be used to meet the local Sponsor share of study costs, including the funding of the sponsor's in-kind costs, under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified by the granting agency.

4. The Government, subject to and using funds appropriated by the Congress of the United States and using funds provided by the Idaho Water Resource Board (IWRB) , shall prepare a report as described herein and in Appendix A. In the event the Government identifies a need for additional funds, the Government will notify the Sponsor to determine a plan of action for obtaining additional funds or reducing the scope.

5. IN KIND SERVICES: It is estimated that approximately \$12,000 of the sponsor's share will be provided by in-kind services. These services are described in Appendix A. The remaining Sponsor's share shall be provided in cash.

6. As a condition precedent to a party bringing suit in the United States court of competent jurisdiction, 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 both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred costs (subject to availability of Corps appropriations). Such costs shall not be included in Study Costs. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

7. This agreement may be terminated at any time by either party if either party fails to fulfill its obligations under this agreement. The District Engineer shall terminate this agreement or suspend

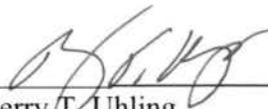
future performance under this agreement unless he/she determines that continuation of the work on the project is in the interest of the United States.

8. In the event that any one or more of the provisions of this agreement is found to be invalid, illegal, or unenforceable, by a United States 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.

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

For the Idaho Water Resource Board:

For the U. S. Army Corps of Engineers:

By: 
Terry T. Uhling

By: for Duke M. Harris MNS, EIC Deputy com
Lieutenant Colonel Michael J. Farrell

Title: Chairman, IWRB

Title: District Commander

Date: 5-28-10

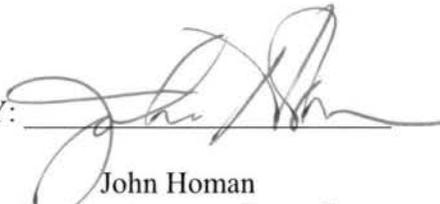
Date: 6/3/10

CERTIFICATE OF AUTHORITY

I, John Homan, do hereby certify that I am a deputy attorney general for the State of Idaho assigned to represent the Idaho Water Resource Board, that the Idaho Water Resource Board is a legally constituted public body with full power and authority to negotiate, approve and perform the terms of the Agreement between the Department of the Army and the Idaho Water Resource Board in connection with the Planning Assistance to States, Weiser-Galloway Gap Analysis, Economic Evaluation and Risk-Based Cost Analysis, and that the person who has executed this Agreement on behalf of the Idaho Water Resource Board has acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 28th day of May 2010.

BY:


John Homan
Deputy Attorney General

CERTIFICATION REGARDING LOBBYING

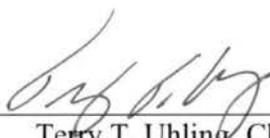
The undersigned certifies, to the best of his or her knowledge and belief that:

(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 Section 1352, Title 31, U.S. Code. 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.



Terry T. Uhling, Chairman
Idaho Water Resource Board

DATE: _____

5/28/10