

AMENDMENT NO. 1  
TO  
PROJECT COOPERATION AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE CITY OF DONNELLY, IDAHO  
FOR  
DESIGN AND CONSTRUCTION  
OF THE  
WASTEWATER SYSTEM INFRASTRUCTURE IMPROVEMENTS,  
SURFACE AND GROUNDWATER CONTROL  
DONNELLY, VALLEY COUNTY, IDAHO

THIS AMENDMENT NO. 1 is entered into this 21<sup>st</sup> day of December, 2007, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), represented by the U.S. Army Engineer, Walla Walla District (hereinafter the "District Engineer"), and the City of Donnelly, Idaho (hereinafter the "Non-Federal Sponsor"), represented by the Mayor of the City of Donnelly, Idaho.

WITNESSETH, THAT:

WHEREAS, the Secretary of the Army is authorized to provide design and construction assistance for water-related environmental infrastructure and resource protection and development projects in Idaho, Montana, rural Nevada, New Mexico, and rural Utah (hereinafter the "Section 595 Program") pursuant to Section 595 of the Water Resources Development Act of 1999, Public Law 106-53, as amended;

WHEREAS, the Energy and Water Appropriations Act of 2006, Public Law 109-103, included \$5,000,000 for such projects in the State of Idaho, \$1,600,000 was identified for use in the City of Donnelly, Idaho, and \$467,000 was obligated for use with the City of Donnelly, Idaho;

WHEREAS, Public Law 110-92 provides continuing appropriations for the fiscal year 2008 and the Government has allotted \$1,133,000 to the Section 595 Program for use on the City of Donnelly, Idaho, project;

WHEREAS, the Government and the Non-Federal Sponsor entered into a Project Cooperation Agreement (hereinafter the "Agreement") on August 30, 2006 for the design and construction of the Wastewater System Infrastructure Improvements, Surface and Groundwater Control in Donnelly, Idaho, as generally described in the City of Donnelly Wastewater System Infrastructure Improvements, Surface and Groundwater Control Scope of Work, dated July 21, 2006;

WHEREAS, the Project, as originally defined in Article I.A. of the Agreement, has been completed and the Government and Non-Federal Sponsor desire to execute Phase II construction of the Project, which includes completion of the drainage curtain and construction of the storm water collection system;

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree to amend the Agreement as follows:

1. Article I.A. is changed by replacing "Scope of Work, dated July 21, 2006 and approved by the Commander, Walla Walla District on 30 August 2006" to "Supplemental Scope of Work, dated October 28, 2007 and approved by the Commander, Walla Walla District on 21 Oct 2007."

2. Article II.E.1 is deleted and replaced with the following:

As of the effective date of this Agreement, \$12,392,000 of Federal funds have been provided by the Congress of the United States (hereinafter the "Congress") for the Section 595 Program in Idaho of which \$1,600,000 is currently projected to be available for the *Project*. The Government makes no commitment to request Congress to provide additional Federal funds for the Section 595 Program in Idaho or the *Project*. Further, the Government's financial participation in the *Project* is limited to the Federal funds that the Government makes available to the *Project*.

3. Article VI.A.1 is deleted and replaced with the following:

As of the effective date of this Agreement, *total project costs* are projected to be \$2,133,333; the Government's share of *total project costs* is projected to be \$1,600,000; the Non-Federal Sponsor's share of *total project costs* is projected to be \$533,333; *total project costs* to be incurred by the Government are projected to be \$48,671; *total project costs* to be incurred by the Non-Federal Sponsor are projected to be \$2,084,662; total reimbursements in accordance with paragraph B.2. of this Article are projected to be \$1,551,329; the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement is projected to be \$0; the costs included in *total project costs* for the *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement are projected to be \$56,080; the Government's share of financial obligations for data recovery activities pursuant to Article XVII.E. of this Agreement is projected to be \$0; the Non-Federal Sponsor's share of financial obligations for data recovery activities pursuant to Article XVII.E. of this Agreement is projected to be \$0; and the Government's total financial obligations to be incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds for such obligations required by Article II.L. of this Agreement are projected to be \$0. These amounts are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

4. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

CITY OF DONNELLY, IDAHO

BY:   
ANTHONY J. HOFMANN  
Lieutenant Colonel, Corps of Engineers  
District Commander

BY:   
GEORGE W. DORRIS  
Mayor  
City of Donnelly, Idaho

DATE: 12/21/07

DATE: 10/30/07

CERTIFICATE OF AUTHORITY

I, Kenneth R. Arment, City Attorney, do hereby certify that I am the principal legal officer of the City of Donnelly, Idaho and the City of Donnelly, Idaho is a legally constituted public body with full authority and legal capability to perform the terms of Amendment No. 1 between the Department of the Army and the City of Donnelly, Idaho in connection with the Wastewater System Infrastructure Improvements, Surface and Groundwater Control, Donnelly, Valley County, Idaho, and to pay damages in accordance with the terms of the Agreement and Amendment No. 1, if necessary, in the event of the failure to perform, and that the persons who have executed Amendment No. 1 on behalf of the City of Donnelly, Idaho, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 31<sup>st</sup>  
day of OCTOBER, 2007.



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Kenneth R. Arment  
City Attorney  
City of Donnelly, Idaho

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.



George W. Dorris  
Mayor  
City of Donnelly

DATE: 10/30/07