

AMSCO/CWIS, 130761
CSC# 226
Adv Acct # 123
Debtor ID # WWBHOJ

**COST SHARING AGREEMENT
FOR
PLANNING ASSISTANCE BETWEEN
THE U S. ARMY CORPS OF ENGINEERS
AND
THE CITY OF GARDEN CITY, IDAHO**

THIS AGREEMENT, entered into this 15th day of August, 2005, by and between the United States of America (hereinafter called the "Government"), represented by the Walla Walla District Engineer, and the City of Garden City, Idaho (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 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), and codified at 42 USC 1962d-16, authorized the Government to collect from non-federal entities fees for the purpose of recovering fifty (50) percent of the cost of the program, 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 identified the need for the planning assistance as described in a Scope of Work, attached to this agreement as Appendix A; and

WHEREAS, the Sponsor has the authority and capability to furnish the performance and cooperation 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 Water System Supply Evaluation and Wetland Delineation Study, estimated to be completed within nine months from the time that funds are available, substantially in compliance with the

Scope of Work, dated August 5, 2005, attached as Appendix A and incorporated herein by reference, and in conformity with applicable Federal laws and regulations and generally acceptable standards of engineering practice.

2. The total cost of the planning study is estimated to be \$188,704.00, as specified in the cost estimate attached as Appendix B. The Government shall contribute fifty (50) percent of all study costs, which is currently estimated to be \$94,352.00. The Sponsor shall contribute \$64,352.00 in cash and an estimated \$30,000.00 as in-kind service work. Prior to any work being performed, the Sponsor agrees to provide required funds for Fiscal Year 2005 in the amount of \$64,352.00 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.

This agreement covers accomplishment of the following tasks identified in Appendix A: Scope of Work: for a Water Supply Evaluation and Wetland Delineation study

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 City of Garden City, Idaho, shall expeditiously prepare a planning study in accordance with the scope defined 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: The sponsor may contribute fifty (50) percent of the sponsor costs as in-kind labor, which is documented in Appendix C of this agreement. Under the current scope, the Sponsor in-kind contribution is anticipated to be \$30,000.00.

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 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 City of Garden City:

By: Ted E. Ellis
Ted E. Ellis

Title: Mayor, City of Garden City

Date: AUGUST 8, 2005

For the U. S. Army Corps of Engineers:

By: Randy L. Glaeser
Lieutenant Colonel Randy L. Glaeser

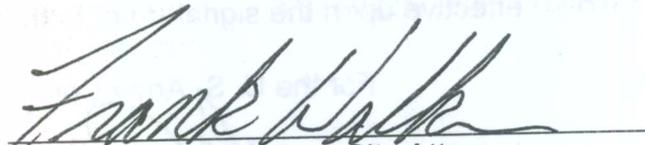
Title: District Commander

Date: 15 Aug 05

CERTIFICATE OF AUTHORITY

I, Frank Walker, do hereby certify that I am the principal legal officer of the CITY OF GARDEN CITY, IDAHO, that the CITY OF GARDEN CITY 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 CITY OF GARDEN CITY, in connection with the Planning and Design Activities associated with the Water System Test and Evaluation Study, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the CITY OF GARDEN CITY, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this gfw
day of August 2005.


Frank Walker, City Attorney
City of Garden City, Idaho

CERTIFICATION REGARDING LOBBYING

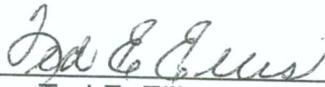
The undersigned certifies, to the best of his or her knowledge and belief that:

(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.



Ted E. Ellis
Mayor, City of Garden City

DATE: AUGUST 8, 2005



city of Garden City

6015 Glenwood, Garden City, Idaho 83714

CSC# 226 Adv Acct # 123

WELLS FARGO BANK
CHINDEN BRANCH
GARDEN CITY

92-379
1241

77954

Check #: 77954

PAY ***Sixty-Four Thousand Three Hundred Fifty-Two and 00/100 Dollars***

TO THE ORDER OF

DATE

AMOUNT

8/07/2005

64,352.00

US ARMY CORPS OF ENGINEERS
USAED, WALLA WALLA
201 NORTH 3RD AVENUE
WALLA WALLA WA 99362

John E. Ellis
Kang W. W. W.

⑈077954⑈ ⑆124103799⑆0030803415⑈

City of Garden City

VENDOR: 46170 US ARMY CORPS OF ENGINEERS

8/07/2005

Check No: 77954 **77954**
INV AMOUNT

INVOICE #	INV DATE	DESCRIPTION
08052005	8/05/2005	COST SHARE AGREEMENT

64,352.00

TOTAL AMOUNT 64,352.00

VENDOR: 46170 US ARMY CORPS OF ENGINEERS

8/07/2005

Check No: 77954

INVOICE #	INV DATE	DESCRIPTION
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INV AMOUNT

TOTAL AMOUNT 64,352.00



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
201 NORTH THIRD AVENUE
WALLA WALLA, WA 99362-1876

Planning Branch

Honorable Ted E. Ellis
Mayor, Garden City, Idaho
6015 Glenwood Street
Garden City, Idaho 83714

Dear Mayor Ellis:

Attached are three copies of the proposed scope of work for Water System Supply and Wetland Delineation Study to be executed under our Planning Assistance to States program. These agreements require your and your legal counsel's signature. Upon receipt of these signed copies our District Engineer will sign and execute the contract. Additionally, before we begin any work, we must receive your non-federal cost-share match in the amount of \$64,352. Your financial point of contact in Walla Walla District is Trena Harmon, 509-527-7348. The full amount should be made available to:

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

We look forward to working with your staff on the Water System Supply and Wetland Delineation Study. Should you or your staff have any questions or comments, please contact me at 509-527-7246

Sincerely,

//signed//

Cindy Boen
Landscape Architect
Project Manager



US Army Corps
Of Engineers®
Walla Walla District

From: Cindy Boen
FAX: 509.527.7832
Office Symbol: CENWW-PM-PD-E
Phone: 509.527.7244
Planning Branch
Environmental Compliance Section

To: Delhie Block
FAX: 208.472.2996
Office: Garden City Public Works
Phone: 208.472.2908
Number of pages:
(with this page)

Date: Aug 15 1 2005

Delhie,

Attached is the invoice for the cost share amount as agreed under the Planning Assistance to States program.

Please reference Garden City PAS when submitting payment.

Thank You!

Cindy Boen

