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

THIS AGREEMENT, entered into this 10th day of Nov, 2007, by and between the United States of America (hereinafter called the "Government"), represented by the Walla Walla District Engineer, and the City of Boise, 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 planning assistance associated with interpretation of the Boise River watershed from its source to distribution and use in conjunction with Boise City's environmental education center, estimated to be completed within 3 months from the time that funds are available, substantially in compliance with the Scope of Work, dated September 7, 2007; 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 \$48,800, 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 \$24,400. The Sponsor shall contribute \$20,400 in cash and an estimated \$4,000 as in-kind service work. Prior to any work being performed, the Sponsor agrees to provide required funds for Fiscal Year 2007 in the amount of \$20,400 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 City of Boise, 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 \$4,000.

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.

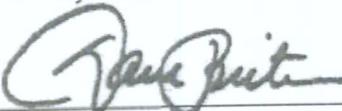
7. This agreement may be terminated at any time by either party if either party fails to fulfill its obligations under this agreement. The District Engineer shall terminate this

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.

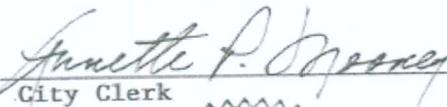
For the City of Boise:

By: 
David H. Bieter

Title: Mayor, City of Boise

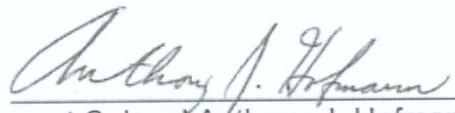
Date: 10/23/07

Attest:


City Clerk



For the U. S. Army Corps of Engineers:

By: 
Lieutenant Colonel Anthony J. Hofmann

Title: District Commander

Date: 11/16/07

CERTIFICATE OF AUTHORITY

I, Doug Strackling, do hereby certify that I am the principal legal officer of the City of Boise, Idaho and that the City of Boise 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 Boise, in connection with the Planning and Design Activities associated with the interpretation of the Boise River watershed from its source to distribution and use in conjunction with Boise City's environmental education center, 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 Boise, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 15th day of October 2007.



City Attorney
City of Boise, 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.

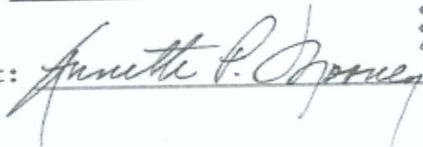
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.



Mayor, City of Boise

DATE: 10/23/07

Attest: 

Attest: 

Appendix A
Boise WaterShed Planning Assistance
Boise, Idaho
Scope of Work
September 7, 2007

Background

The City of Boise, Idaho requested assistance from the US Army Corps of Engineers, Walla Walla District (Corps) for planning assistance associated with their Boise WaterShed facility. This planning assistance will help interpret the Boise River watershed from its source to distribution and use. The results of the assistance will be used as part of the City's overall environmental education center which is designed to promote water stewardship by teaching people of all ages how to protect and conserve this precious resource for future generations.

This assistance will be provided under Section 22 of the Water Resources Development Act of 1974, as amended. This program provides authority for the Corps to provide planning assistance to states and tribes. The Planning Assistance States (PAS) Program permits the Corps to use its technical planning expertise to supplement and support state and Indian tribe efforts to undertake broad, statewide, comprehensive water resources planning. The PAS program provides 50-50 cost sharing (50% Federal to 50% non-Federal) for planning projects. The non-Federal sponsor can provide in-kind services up to 25% of the total study cost. The Corps is committed to complying with all environmental laws and preserving and enhancing natural and cultural resources to benefit present and future generations, while still providing creative public projects that integrate social, economic and environmental considerations.

Goals

As the only facility of its kind in Idaho, the Boise WaterShed's focus is water protection and conservation. The facility is an example of Boise City's continuing commitment to raise environmental awareness among citizens in the region. The overall facility includes a 6500 sq. ft. state-of-the-art LEED (Leadership in Energy and Environmental Design) building located at the West Boise Wastewater Treatment Plant off Joplin Road. Exhibits at the facility will also address Boise River health, recycling, stormwater, air quality and composting; issues that complement activities at Boise City's Foothills Learning Center.

The proposed planning assistance will include expanding upon the existing conceptual landscape plan provided by the City of Boise to prepare a preliminary landscape plan delineating features sufficiently to allow for and include an engineering evaluation for preliminary design of a replication of the Boise watershed from its source to distribution and use. This will include engineering concepts for fountain pools, retaining walls, and preliminary pumping system. The conceptual design will complement the existing building design and also complement an art feature proposed by the Arts Commission. The design will include an interpretation of Lucky Peak Dam and Lake, the urban grid, wastewater treatment, and river feature/path as depicted in the conceptual plan provided by the City. Features should demonstrate and educate the public with waterwise gardens and wetland functions.

The City will provide the conceptual design, as-built information regarding buried utilities, geotechnical information. No new survey work will be prepared as part of this task.

Planning Team Structure

The Corps proposes contracting with CH2MHill and Jensen Belts Associates for technical planning due to their familiarity with the conceptual plan to date and projected increase in efficiency. The Corps will manage the technical work through a landscape architect/project manager (Cindy Boen).

Study Scope

The planning team will prepare a preliminary landscape plan for the Boise WaterShed delineating features sufficiently to allow for and include an engineering evaluation for preliminary design of an interpretation of the Boise watershed from its source to distribution and use. This includes engineering concepts for fountain pools, retaining walls, and preliminary pumping system. Preliminary construction costs will be estimated. The team and Boise City will hold a kick-off/coordination meeting. The Arts Commission and building architect will participate to ensure that planning activities are coordinated into existing plans and features. A review meeting will be held prior to completion of final deliverables.

Deliverables

The Corps team will deliver 4 sets of preliminary design drawings of the landscape plan for the Boise WaterShed to Boise City.

Estimated cost is \$48,800. A detailed estimate is provided in Appendix B.

The study is estimated to be complete in 2 months from issuance of the Corps' task order to the architect-engineer. A schedule is provided in Appendix C.

**Appendix B
Boise Watershed Planning Assistance
Boise, Idaho
Cost Estimate**

The total estimate for the proposed planning effort is \$48,800. Costs are shared 50/50, as shown below.

Task		Cost	In-kind
Task 1 – Prepare project management plan, negotiate contract scope of work	project manager	\$3200	
Task 2 – Kick off coordination meeting	Corps, Corps contract support – landscape architect, managing engineer, Boise City, Arts commission, City building architect	\$6700	\$2600
Task 3 – Prepare preliminary design – landscape plan, limited design for pumps, contract management	Corps, Corps contract support – landscape architect, managing engineer, mechanical engineer, electrical engineer, cost estimator, contract administrator	\$23,500	
Task 4 – Customer/team review of preliminary design	Corps, Corps contract support – landscape architect, managing engineer, Boise City, Arts commission, City building architect	\$5500	\$1400
Task 5 – Prepare final deliverables	Corps, Corps contract support – landscape architect, managing engineer, electrical engineer, mechanical engineer, cost estimator, contracts administrator	\$7600	
contingency		\$2300	
Total		\$48,800	\$4000

Costs are shared 50/50.

50% Federal = \$24,400

50% Non-Federal = \$24,400

Non-Federal in-kind = \$4,000

Non-Federal cash = \$20,400

Appendix C: Schedule

The study will commence upon the signing of the PAS agreement and the delivery of funds to the Walla Walla District Corps. Anticipated completion date of the study is January 30, 2008.

Sign PAS Agreement	28 September 2007
Receive sponsor funding	12 October 2007
Prepare task order	2 November 2007
Issue task order	16 November 2007
Conduct kickoff/coordination meeting	27 November 2007
Prepare draft landscape plan, engineering evaluation	11 January 2008
Meet with City to discuss draft analysis	16 January 2008
Prepare final analysis	25 January 2008
Final delivery to City	30 January 2008