

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

THIS AGREEMENT, entered into this 2nd day of June, 2008, by and between the United States of America (hereinafter called the "Government"), represented by the Walla Walla District Engineer, and the City of Nampa, 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 a report that documents the planning process, criteria, and rationale for a trail and open space alignment along Indian Creek in Nampa, Idaho. The report will document the proposed alignment, and document those properties that the City will need to plan to acquire to support the plan. The plan is estimated to be completed within 4 months from the time that funds are available, substantially in compliance with the Scope of Work,

dated June 2, 2008; 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 \$29,820, as specified in the cost estimate attached in Appendix A. The Government shall contribute fifty (50) percent of all study costs, which is currently estimated to be \$14,910. The Sponsor shall contribute \$14,410 in cash and an estimated \$500 as in-kind service work. Prior to any work being performed, the Sponsor agrees to provide required funds for Fiscal Year 2008 in the amount of \$14,410 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 Nampa, 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. Under the current scope, the Sponsor in-kind contribution is anticipated to be \$500.

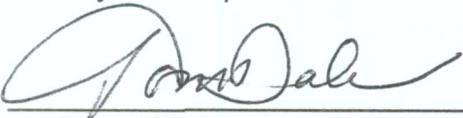
6. As a condition precedent to a party bringing suit in the United States court of competent jurisdiction, for breach of this agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If 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 Nampa:

By: 
Tom Dale

Title: Mayor, City of Nampa

Date: _____

For the U. S. Army Corps of Engineers:

By: 
Lieutenant Colonel Michael J. Farrell

Title: District Commander

Date: 24 NOV 2008

CERTIFICATE OF AUTHORITY

I, Terrence R. White, do hereby certify that I am the principal legal officer of the City of Nampa, Idaho and that the City of Nampa 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 Nampa, in connection with the Planning and Design Activities associated with a trail system through the downtown corridor of Nampa along Indian Creek, 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 Nampa, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this day of July 2008.



City Attorney
City of Nampa, 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 Nampa

DATE: 6/10/08

**City of Nampa
Planning Assistance to States
Scope of Work
June 2, 2008**

Background

The City of Nampa requested assistance from the US Army Corps of Engineers Walla Walla District (Corps) for planning assistance associated with their proposed Indian Creek Trail system. The trail system will provide a link between downtown and the historic North Nampa area. As part of their planning effort for the future, the City has identified Indian Creek and the Indian Creek floodplain as both a recreational amenity for the community, and as a means of increasing flood capacity for the City and its residents. The City began a planning effort for the Indian Creek Corridor and the historic downtown area in 2007, working with a contractor, Modus Architecture, to produce the North Nampa Revitalization Strategy.

This assistance will be provided under Section 22 of the Water Resources Development Act of 1974, as amended. This program authorizes the Corps to provide planning assistance to states and tribes. The Planning Assistance to 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

The City of Nampa requests a study that will build on the North Nampa Revitalization Strategy. The vision includes extension of a paved pathway along the Indian Creek corridor that currently terminates at Sugar Street. The pathway will provide an important multi-modal link for pedestrians, bicyclists, and others to improved access to Downtown and the 11th Avenue commercial corridor. At this time the specific route has not been determined, and the Corps will work with City staff to determine the most appropriate alignment to meet goals of access, and to help the City plan open space and creek crossings along the route. The project will also help the City recognize the Indian Creek corridor as an amenity for recreation.

Planning Team Structure

The Planning Team will be composed of representatives from the Walla Walla District Corps of Engineers and the City of Nampa. The Corps team will include members from

Planning, Hydrology, and Engineering Divisions. The City team members will include the Community Dev Program Manager, the Parks Maintenance Superintendent, the City Engineer and the GIS Coordinator

Scope of Work

The PDT will develop a plan for the trail, and identify locations for open space, indentify pinch points within the creek corridor, and sites for potential aquatic ecosystem restoration. The study will also identify property to be acquired by the City to support the proposed changes along the Indian Creek corridor. Corps engineers will identify pinch points within the creek corridor, and work with planners and biologists to identify appropriate sites for recreation and restoration.

Deliverables

The product delivery team will produce a report that documents the planning process, criteria, and rationale for a trail and open space alignment along Indian Creek in Nampa, Idaho. The report will document the proposed alignment, and document those properties that the City will need to plan to acquire to support the plan. The report will provide GIS mapping and documentation, using Arc 9.2 GIS, which will be provided to the City at the conclusion of the study.

Tentative Schedule

Sign PCA	July 16
PDT Site Visit & Kick-off Meeting	August 6-7
Submit preliminary report	October 1
City Review	October 2-16
Submit Final Report	Nov 7

Budget

Project Manager/Planner	140 hours	\$12,540
GIS Specialist	40 hours	\$ 3,520
Hydraulic Engineer	32 hours	\$ 3,200
Biologist	32 hours	\$ 3,200
Civil Engineer	32 hours	\$ 3,200
Total (without contingency)		\$25,660
Contingency 10%		\$ 2,560
Travel		\$ 1,600
Total		\$29,820