

COST SHARING AGREEMENT  
FOR  
PLANNING ASSISTANCE BETWEEN  
THE U S. ARMY CORPS OF ENGINEERS  
AND  
ADA COUNTY  
FOR THE  
BOISE RIVER INUNDATION MAPPING PROJECT

THIS AGREEMENT, entered into this 12<sup>th</sup> day of May 2011, by and between the United States of America (hereinafter called the "Government"), represented by the Walla Walla District Engineer executing this Agreement, and Ada County (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 (Public Law 102-580), as amended by Section 2013 of the Water Resources Development Act of 2007 (Public Law 110-114) authorizes the sponsor to contribute up to 100% percent of the non federal contribution for preparation of a Plan by the provision of services, materials, supplies or other in-kind services necessary to prepare the Plan; and

WHEREAS, the Sponsor has reviewed Idaho's comprehensive water plans and identified the need for assistance from the Government to develop inundation maps to assist in planning for flood emergencies 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 floodplain modeling for seven flow levels on the Boise River reach from Diversion Dam to head of Eagle Island and other products as described in Appendix A, Project Management Plan (PMP).

2. The total cost of the Boise River Inundation Mapping Planning Assistance to States (PAS) Project is estimated to be \$76,000, as specified in Appendix A. The Government shall contribute fifty (50) percent of all study costs, which is currently estimated to be \$38,000. The Sponsor shall contribute fifty (50) percent of all study costs, which is currently estimated at \$38,000. Prior to any work being performed, the Sponsor agrees to provide required funds for Fiscal Year 2011 in the amount of \$38,000 to the Government. The Sponsor shall make the full amount available to:

Finance and Accounting Officer, USAED, Walla Walla  
201 North 3<sup>rd</sup> 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 Sponsor, shall conduct the modeling and prepare products 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: Sponsor does not anticipate providing in-kind services.

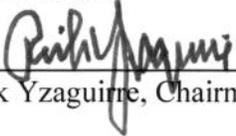
6. As a condition precedent to a party bringing suit for breach of this agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, 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 USACE 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 BOARD OF ADA COUNTY  
COMMISSIONERS:

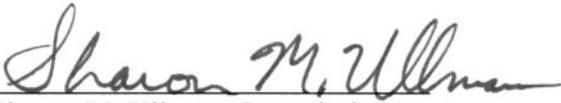
By:   
Rick Yzaguirre, Chairman

Date: MAY 10, 2011

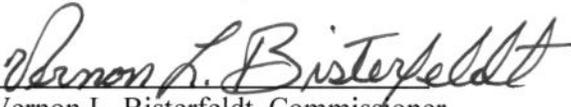
For the U. S. ARMY CORPS OF ENGINEERS:

By:   
LTC David A. Caldwell  
District Commander

Date: 12 May 11

By:   
Sharon M. Ullman, Commissioner

Date: MAY 10, 2011

By:   
Vernon L. Bisterfeldt, Commissioner

Date: MAY 10, 2011

ATTEST:



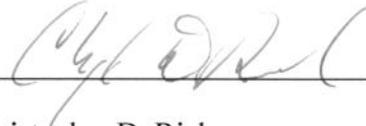
Christopher D. Rich, Ada County Clerk

CERTIFICATE OF AUTHORITY

I, Christopher D. Rich, do hereby certify that I am the duly elected Clerk of Ada County, that Ada County 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 Ada County in connection with the Planning Assistance to States, Boise River Inundation Mapping Project, and that the person who has executed this Agreement on behalf of the Ada County has acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this  
10<sup>th</sup> day of May 2011.

BY: ATTEST:



Christopher D. Rich  
Ada County Clerk

## 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.

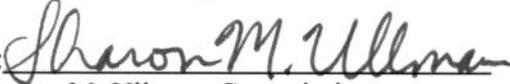
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

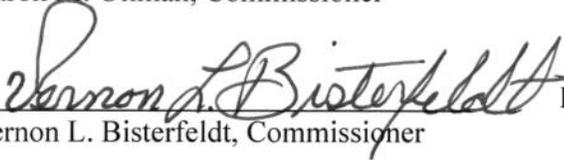
For the Board of Ada County Commissioners:

By:   
Rick Yzaguirre, Chairman

Date: May 10, 2011

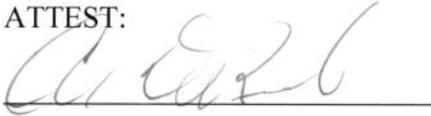
By:   
Sharon M. Ullman, Commissioner

Date: May 10, 2011

By:   
Vernon L. Bisterfeldt, Commissioner

Date: May 10, 2011

ATTEST:



Christopher D. Rich, Ada County Clerk