

COST SHARING AGREEMENT

FOR
PLANNING ASSISTANCE BETWEEN
THE U S. ARMY CORPS OF ENGINEERS
AND
BOISE CITY

June 22, 2000

THIS AGREEMENT, entered into this 18 day of July 2000 by and between the United States of America (hereinafter called the "Government"), represented by the Walla Walla District Engineer executing this Agreement, and City of Boise City, local sponsor of this agreement (hereinafter called "Boise City") for the purposes of verifying the elevation of monuments set for the recent FEMA Flood Insurance Study and to verify other key vertical control monuments set and used by Boise City for flood studies of the gulches and other surveying and engineering projects undertaken by Boise City (hereinafter called "the project").

WHEREAS, the United States 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) 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, Boise City has reviewed the State's comprehensive water plans and identified the need for the planning assistance as described in the Scope of Work, incorporated into this agreement as Appendix "A"; and

WHEREAS, Boise City has the authority, capability and is willing to participate in the performance, cost-sharing and financing in accordance with the terms of this agreement; and

WHEREAS, Boise City has properly exercised such lawful authority in accordance with its By-Laws, Charter and all relevant state laws and regulations and has been so certified by the legal representative for the City of Boise, such certification is attached hereto and incorporated into this agreement as Appendix "B".

NOW THEREFORE, the parties agree as follows:

1. Subject to the availability of funds, the Government, using funds contributed by Boise City and appropriated by the United States Congress, shall expeditiously prosecute and complete the project, estimated to be completed within three months, substantially in compliance with the Scope of Work attached as Appendix A and in conformity with applicable regulations and generally acceptable standards of engineering and surveying practices.
2. The Government and Boise City shall each contribute in cash fifty (50) percent of the project costs, as set forth in the cost estimate attached as Appendix B. If the actual negotiated price exceeds the estimates contained in Appendix B by more than 10%, the Government shall obtain the Boise City's concurrence to proceed prior to any work on the project being performed. Prior to any work on the project, Boise City agrees to issue a check to the Government in the amount of \$25,000 to cover Boise City's share of the estimated project costs. Any funding provided by Boise City and not spent on project costs shall be deobligated and returned to Boise City after completion of the project.
3. No Federal funds may be used to meet the local Boise City share of study costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified by the granting agency and appropriated by Congress for such purpose.
4. The Government shall obtain the City's concurrence prior to initiating any changes to the scope of work or cost of work to be performed.
5. Boise City's obligations under this agreement are to identify the existing benchmarks to be verified and to set new elevation benchmarks to also be verified. Boise City will provide Government with a map and description of said benchmark locations.
6. As a condition precedent to a party bringing, 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 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 the project 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, upon thirty (30) days written notice, if either party fails to reasonably perform its obligations under this agreement.

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 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 Boise City:

By:


H. Brent Coles

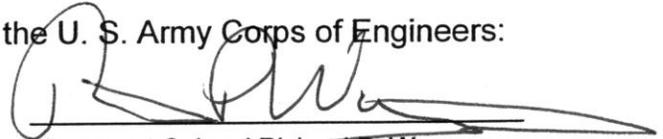
Title: Mayor

Date:

7/18/00

For the U. S. Army Corps of Engineers:

By:

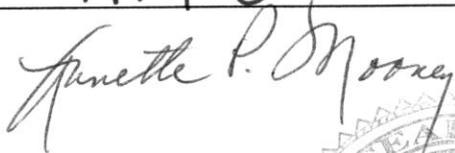

Lieutenant Colonel Richard P. Wagenaar

Title: District Engineer

Date:

8/1/00

Attest:

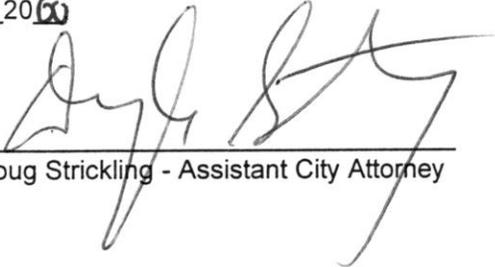




CERTIFICATE OF AUTHORITY

I, Doug Strickling, do hereby certify that I am a legal representative of the City of Boise City, that Boise City is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the United States of America and Boise City, in connection with the Planning and Design Activities associated with the Flood Control Benchmark Validation Study, and that the persons who have executed this Agreement on behalf of Boise City, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 18 day of July 2020



Doug Strickling - Assistant City Attorney

CERTIFICATION REGARDING LOBBYING

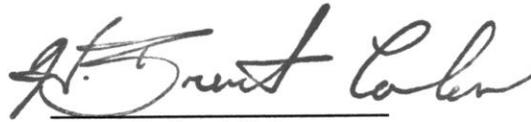
The undersigned certifies, to the best of his or her knowledge and belief that:

(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.



H. Brent Coles
Mayor
City of Boise

DATE: 7/18/00

A-R

Attest. 

