

**STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
LEADING IDAHO PLANNING GRANT ACCEPTANCE AND AGREEMENT
FOR WASTEWATER FACILITIES**

SECTION I. INTRODUCTION

The Idaho Board of Environmental Quality (Board) is authorized by the Title 39, Chapters 1 and 36 of the Idaho Code (the Act), to make and administer grants in order to provide financial assistance to municipalities to aid in the planning of public wastewater facilities. The Board, through the Department of Environmental Quality (Department), is authorized to administer the Act. The Department has found that the city of Nampa (Applicant/Grantee) has established eligibility for a grant under the terms of the Act and the Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities, IDAPA 58.01.22 (the Rules).

On June 20, 2023, the Board approved Governor Brad Little's Leading Idaho funds to the Department to administer planning grants to local communities for the Fiscal Year 2024. The Department has found that the city of Nampa (Applicant/Grantee) has established eligibility for a grant under the terms of the Act and the Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities, IDAPA 58.01.22 (the Rules).

The Department hereby offers Leading Idaho grant funds to the Applicant according to the conditions contained in the following sections of this grant agreement.

SECTION II. DESCRIPTION OF PROJECT

This grant agreement is for facility planning of the following project:

- | | | |
|----|--------------------------------|--|
| A. | Grant Project Number: | WWG-501-2024-11 |
| B. | Name and Address of Applicant: | City of Nampa
340 W Railroad St
Nampa, ID 83687 |
| C. | Project Description: | The purpose of the grant is to prepare a wastewater planning study in accordance with IDAPA 58.01.22 to evaluate the current wastewater system and develop alternatives for any needed improvements. |

D. Estimated Project Budget:*

1.	Administrative Services	\$0
2.	Engineering and Consulting Services	\$325,000
3.	Environmental Review	\$0
4.	Total	\$325,000

Amount to be funded by State Grant **\$162,500**

Amount to be funded by the city of Nampa **\$162,500**

*Note: The above costs represent estimated eligible costs for the project. Final payment, per this grant agreement, shall be determined using the actual eligible costs assessed by the Department pursuant to a final project review.

SECTION III. GENERAL CONDITIONS

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a grant agreement (Agreement) and the Applicant shall become the Grantee. By accepting this offer, the Grantee agrees to all terms and conditions set forth in this Agreement and the Rules.

The Grantee shall:

- A. Not transfer, assign, or pledge any beneficial interest in this Agreement to any other person or entity without express written consent from the Director of the Department of Environmental Quality (Director). Neither may the Grantee delegate legal responsibility for complying with the Agreement without the Director's express written consent.
- B. Enter into such contractual arrangements with third parties as the Grantee deems advisable to assist in meeting its responsibilities under the Agreement.
- C. Fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department by the Grantee in support of the request for this grant.
- D. Comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.
- E. Comply with all applicable federal, state, and local laws.

SECTION IV. PROJECT MANAGEMENT

The Grantee shall:

- A. Efficiently and effectively manage the grant funds in accordance with this Agreement.
- B. Monitor and report performance to the Department pursuant to the planning grant deadline developed jointly between the Department and the Grantee and incorporated into this Agreement by reference.
- C. Retain and utilize the services of an engineer, currently licensed by the State of Idaho, for all project planning, and oversight. The grantee must notify and provide a copy of the executed contracts and scope of work for said engineer supported by this Agreement to the Department. In the event that the Grantee amends the scope of work with the engineer firm, or changes engineering firms, at any time throughout the study, the Department shall be notified and a copy of the new or amended contract provided to the Department.
- D. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars (\$100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for all phases of the project planning, whether or not those services are state funded, until the planning document approved by the Department and the conditions of this grant agreement have been satisfied.
- E. Develop and adopt a sewer use ordinance approved by the Department prior to receiving final payment of grant funds.
- F. Maintain project accounts in accordance with generally accepted accounting principles.
- G. Submit final facility planning documents to the Department for review and approval by June 30, 2027.
- H. Will select, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation.

SECTION V. PAYMENTS

- A. Requests for payment, pursuant to this Agreement, shall be submitted to the Department on a form provided by the Department. The request for reimbursement shall describe the work completed and set forth the total dollar amount expended for eligible costs. If the costs are determined to be eligible, the Director or her authorized representative shall authorize the disbursement of appropriate grant funds to the Grantee.
- B. Advanced payment will not be made on the project unless a written request from the Grantee for a waiver is approved by the Department.

- C. Grant amendment increase requests as a result of an increase in eligible project costs may be considered, provided funds are available. Documentation and justification supporting the unavoidable need for a grant increase must be submitted to the Department for approval prior to incurring any costs above the approved eligible cost ceiling.
- D. If the actual eligible cost is determined to be lower than the estimated eligible cost the grant amount may be reduced proportionately.
- E. Payment of the final five percent (5%) of the grant will be withheld until the following requirements are met:
 - 1. The final planning document has been submitted to and approved by the Department.
- F. This Agreement is subject to the existence of the offered sums of money at the time of payment. Should the offered sum of money not be available at the time of payment, the Department hereby agrees to pay the above Grantee the offered sum of money on the basis of the Grantee's priority position immediately upon the accrual of said sum in Department accounts.

SECTION VI. TERMINATION OR SUSPENSION OF GRANT

- A. The Director may suspend or terminate this Agreement for failure by the Grantee or its agents, including its engineering firm(s), contractor(s) or subcontractor(s) to perform. The Agreement may be suspended or terminated for good cause including, but not limited to, the following:
 - 1. Commission by an employee or agent of the Grantee of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, or receipt of stolen property or any form of tortious conduct; or
 - 2. Commission by an employee or agent of the Grantee of any crime for which the maximum sentence includes the possibility of one (1) or more year's imprisonment or any crime involving or affecting the project; or
 - 3. Violation of any term of agreement of the Agreement; or
 - 4. Any willful or serious failure to perform within the scope of the project, project schedule, terms of architectural/engineering subagreements, or
 - 5. Utilizing an engineering firm, contractor or subcontractor that has been suspended or debarred for good cause by any federal or state agency from working on public work projects funded by that agency.

- B. The Director will notify the Grantee in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:
 - 1. Specific acts or omissions which form the basis for suspension or termination; and
 - 2. That the Grantee may be entitled to appeal the suspension or termination pursuant to IDAPA 58.01.23, Rules of Administrative Procedure Before the Board of Environmental Quality.
- C. If the Grantee does not initiate a contested case before the Board by filing a petition within the time period specified by the Rules of Administrative Procedures Before the Board of Environmental Quality, IDAPA 58.01.23, the Department may thereafter terminate or suspend the Agreement.
- D. The Grantee shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.
- E. Upon written request by the Grantee with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement.
- F. No terminated grant shall be reinstated. The Board may unilaterally order the Grantee to reimburse the State for funds previously paid to the Grantee.

SECTION VII. ACCESS AND INDEMNIFICATION

The Grantee agrees to:

- A. Provide the Director, or his/her authorized agents, access to the files, records, accountings and books relating to the management and accountability of this grant.
- B. Indemnify and hold harmless the State of Idaho, its agents, and its employees from any and all claims, actions, damages, liabilities, and expenses directly or indirectly connected to the Grantee or its agents, employees, contractors, or assignee's actions related to the planning, design, or any part of the project.

SECTION VIII. SPECIAL CONDITIONS

- A. The planning document shall address all of the management and technological sustainability efforts as indicated in the planning grant letter of interest submitted by the city of Nampa.

SECTION IX. CLOSE OUT

- A. This grant will be considered closed once the subrecipient has submitted all the invoices, reports, and any other requested documentation to the Department, and they have been paid/approved by the Department. This includes the final invoice, final approved planning document and, if applicable, an environmental determination has been made. A formal closure letter will be sent to the subrecipient verifying closure of the grant.

SECTION X. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this offer.



Rob Sepich, Chief Financial Officer
Department of Environmental Quality

12/07/2023

Date

SECTION XI. ACCEPTANCE

The city of Nampa by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained therein.

Signature of Representative

Name and Title of Representative

Date