

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE ANDERSON RANCH
DAM, LOCATED ON THE SOUTH FORK OF THE
BOISE RIVER

RESOLUTION TO APPROVE FUNDS FROM THE
ARPA STATE FISCAL RECOVERY FUND AND
EXTEND CONTRACT TERM

1 WHEREAS, House Joint Memorial No. 8 passed by the 2008 Idaho Legislature encouraged the
2 Idaho Water Resource Board (IWRB), in coordination with other public and private entities, to initiate
3 and complete the study of additional water storage projects in the State of Idaho; and
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5 WHEREAS, pursuant to Public Law 111-11, Section 9001, passed in 2009 by the 111th Congress
6 of the United States, Reclamation was authorized to complete feasibility studies on the Boise and
7 Payette River projects, as identified in Reclamation's 2006 Water Assessment Study; and
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9 WHEREAS, on October 27, 2017, the IWRB passed a resolution to partner with Reclamation and
10 agreed to provide the 50% Non-Federal cost share to complete the Boise River Basin Feasibility Study
11 (Feasibility Study). The Feasibility Study evaluated increasing water storage opportunities within the
12 Boise River basin to meet existing and future water supply demands, primarily through the expansion of
13 Anderson Ranch Reservoir; and
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15 WHEREAS, in March 2018, the IWRB and Reclamation executed Memorandum of
16 Agreement/Reimbursable Agreement No. R18MR11171 to formalize roles, work, and funding
17 responsibilities associated with the Feasibility Study and associated environmental compliance activities.
18 The MOA was modified in September 2019 and in May 2020 to authorize additional funding
19 (Modifications 1 and 2) and retained the requirement that costs be shared equally between the IWRB
20 and Reclamation; and
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22 WHEREAS, the Feasibility Study was further authorized under section 4007(b) of the Water
23 Infrastructure Improvements for the Nation Act (WIIN Act) the, P.L. 114-322 (WIIN Act), which provides
24 study and construction authority and Federal funding proportionate to the Federal benefits deemed
25 feasible as of January 2021. The WIIN Act further requires Reclamation's project partner(s) to pay the
26 Non-Federal share of the project capital costs; and
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28 WHEREAS, in December 2020, the Secretary of the Interior determined the Feasibility Study's
29 recommended plan to raise Anderson Ranch Dam 6 feet, approximately 29,000 acre-feet of new storage
30 space, to be feasible in accordance with the WIIN Act, and Fiscal Year 2021 Appropriations legislation
31 secured \$12.88 Million in WIIN Act funding as the Federal cost share for completing the Feasibility
32 Study, environmental compliance, and construction; and
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34 WHEREAS, on November 19, 2021, the IWRB and Reclamation negotiated and executed a
35 Contract for the Raise of Anderson Ranch Dam (Contract No. 21 WN102130) to complete "Non-Contract
36 Post-Authorization" activities, final design, and construction of the Anderson Ranch Dam Raise Project.
37 Under this contract, the IWRB is responsible for the Non-Federal share of the total project costs, or
38 88.95%; and

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WHEREAS, the IWRB is a constitutional agency of the State of Idaho, organized, existing, and operating pursuant to Article XV, Section 7 of the Idaho Constitution and Idaho Code § 42-1732 through § 42-1780, which has authority to construct and operate water projects and to acquire, purchase, lease, or exchange land, rights, water rights, or other property related to water projects; and

WHEREAS, the American Rescue Plan Act (ARPA), Pub. L. 117-2 subtitle M (2021), appropriated \$219,800,000,000 to the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) for making payments to the States to mitigate the fiscal effects stemming from the public health emergency with response to the Coronavirus disease; and

WHEREAS, the SLFRF funds may be used to, among other things, make necessary investments in water, sewer, or broadband infrastructure. Pub L. 117-2 sec. 602(c)(1)(D), 42 U.S.C. § 802(c)(D); and

WHEREAS, funds under the SLFRF may be used for the purposes of satisfying any Non-Federal matching requirement for an authorized Bureau of Reclamation project, 42 U.S.C. § 802(c)(4); and

WHEREAS, in 2022 the Idaho Legislature passed House Bill 769 in which it expressed its intent to set aside approximately \$250,000,000 of ARPA funding to support projects managed by the IWRB, including the enlargement of Anderson Ranch Reservoir; and

WHEREAS, House Bill 769 appropriated \$100,000,000 from the ARPA State Fiscal Recovery Fund for Fiscal Year 2023 to support projects managed by the IWRB, including the enlargement of Anderson Ranch Reservoir; and

WHEREAS, IWRB Resolution 26-2022 authorized expenditures of \$72.9 Million from the ARPA State Fiscal Recovery Fund for the enlargement of Anderson Ranch Reservoir;

WHEREAS, under IWRB Resolution 14-2021, to address concerns by the IWRB and water users about Project costs, water availability, and impacts to existing Anderson Ranch Dam Reservoir spaceholders identified in the Draft Environmental Impact Statement, the IWRB agreed to allow Reclamation to continue environmental compliance activities under the MOA while moving forward with project design under Contract No. 21WN102130; and

WHEREAS, the MOA expires March 31, 2024 and will need to be extended through the completion of the Supplemental Environmental Impact Statement and issuance of the Record of Decision; and

WHEREAS, Reclamation proposes a modification to the MOA, Modification 3, which includes additional activities required for completion of environmental compliance and associated costs up to \$950,000. Under the MOA, the IWRB will be responsible for fifty percent (50%) of the additional costs; and

NOW THEREFORE IT BE RESOLVED the IWRB authorizes additional expenditures from the ARPA State Fiscal Recovery Fund, up to \$950,000, for the remaining activities defined in Modification No. 3 to the MOA.

86 NOW THEREFORE BE IT FURTHER RESOLVED that if the IWRB elects not to proceed with the raise
87 of Anderson Ranch Dam, all remaining funds shall be returned to the IWRB to fund other qualifying
88 projects.
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90 NOW THEREFORE BE IT FURTHER RESOLVED that the IWRB authorizes the amendment to
91 contract Reclamation Agreement No: R18MR11717 as outlined in the attached *Modification No. 3 to*
92 *Memorandum of Agreement / Reimbursable Agreement between the Idaho Water Resource Board and*
93 *the Bureau of Reclamation Columbia-Pacific Northwest Region, Snake River Area Office for Boise River*
94 *Feasibility Study.*
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96 NOW THEREFORE BE IT FURTHER RESOLVED that the IWRB authorizes its chairman or designee,
97 to execute the necessary agreements or contracts for the purpose of this resolution.

DATED this 29th day of March 2024.



Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST 

Dean Stevenson, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE MOUNTAIN HOME
AFB WATER RESILIENCE PROJECT

RESOLUTION TO AUTHORIZE PAYMENT
OF IMCO CONSTRUCTION CHANGE
ORDER 1

1 WHEREAS, since September 2022, the Idaho Water Resource Board (Board, IWRB) has approved
2 \$40 million for engineering and construction work on the Mountain Home AFB Water Resilience Project
3 (Project); and

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5 WHEREAS, the Board has contracted with IMCO Construction (IMCO) to design, build, and test
6 the project's water transmission facilities for a contract price of \$26,439,000; and

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8 WHEREAS, the Board has obligated a total of \$28,529,875.00, inclusive of the IMCO Contract;
9 and

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11 WHEREAS, the Board has requested that IMCO modify its pump station design to enable low
12 water flow rates needed to accommodate the wintertime water right acquired by the Board; and

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14 WHEREAS, the Board and IMCO have negotiated a \$350,502.00 Change Order (Change Order 1)
15 with IMCO to cover the incremental costs of these changes; and


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17 WHEREAS, the Board's contract with IMCO limits signature authority of the Board's Executive
18 Manager, Brian Patton, to \$100,000; and

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20 NOW, THEREFORE, BE IT RESOLVED that the IWRB authorizes the Board's Executive Manager,
21 Brian Patton, to execute Change Order No. 1 with IMCO for \$350,502.00 for the costs of modifying the
22 pump station design.

DATED this 29th day of March 2024.



Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST 

Dean Stevenson, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE WATER SUPPLY
BANK FOR THE UPPER SNAKE RIVER RENTAL
POOL

A RESOLUTION TO APPROVE AMENDED
RENTAL POOL PROCEDURES, FORMS,
AND REAPPOINT A RENTAL POOL LOCAL
COMMITTEE FOR FIVE YEARS

1 WHEREAS, section 42-1765, Idaho Code and subsections of IDAPA 37.02.030.40, Water
2 Supply Bank Rule 40, authorizes the Idaho Water Resource Board to appoint local committees to
3 facilitate the lease and rental of stored water within rental pools; and
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5 WHEREAS, the Water District 01 Advisory Committee has requested to be reappointed as
6 the local committee for the Upper Snake River Rental Pool; and
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8 WHEREAS, the Water District 01 Advisory Committee has adopted amended procedures
9 pursuant to which they intend to facilitate the lease and rental of rental pool stored water; and
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11 WHEREAS, the Department of Water Resources has reviewed the local committee
12 procedures and lease and rental forms and recommends the Idaho Water Resource Board
13 reappoint the Water District 01 Advisory Committee as the local committee for the Upper Snake
14 River Rental Pool;
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16 NOW THEREFORE BE IT RESOLVED that the Advisory Committee for Water District 01,
17 Upper Snake River, is reappointed as the local committee for the Upper Snake River Rental Pool.
18 This appointment is effective for a period of five (5) years from the date of this resolution or until
19 amended or revoked by action of the Idaho Water Resource Board.
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21 NOW THEREFORE BE IT FURTHER RESOLVED that the amended Upper Snake River Rental
22 Pool procedures are approved by the Idaho Water Resource Board.

DATED this 29th day of March 2024.



JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST 

DEAN STEVENSON, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE WATER SUPPLY
BANK FOR THE BOISE RIVER RENTAL POOL

RESOLUTION TO APPROVE RENTAL POOL
PROCEDURES, FORMS, AND REAPPOINT A
LOCAL RENTAL POOL COMMITTEE FOR
FIVE YEARS

1 WHEREAS, section 42-1765, Idaho Code and subsections of IDAPA 37.02.030.40, Water
2 Supply Bank Rule 40, authorizes the Idaho Water Resource Board to appoint local committees to
3 facilitate the lease and rental of stored water within rental pools; and
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5 WHEREAS, the Water District 63 Advisory Committee has requested to be reappointed as
6 the local committee for the Boise River Rental Pool; and
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8 WHEREAS, the Department of Water Resources has reviewed the local committee
9 procedures and lease and rental forms and recommends the Idaho Water Resource Board
10 reappoint the Water District 63 Advisory Committee as the local committee for the Boise River
11 Rental Pool;
12

13 NOW THEREFORE BE IT RESOLVED that the Advisory Committee for Water District No. 63,
14 Boise River, is reappointed as the local committee for the Boise River Rental Pool. This
15 appointment is effective for a period of five (5) years from the date of this resolution or until
16 amended or revoked by action of the Idaho Water Resource Board.

DATED this 29th day of March 2024.



JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST 
DEAN STEVENSON, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE WATER SUPPLY
BANK FOR THE PAYETTE RIVER RENTAL
POOL

A RESOLUTION TO APPROVE AMENDED
RENTAL POOL PROCEDURES, FORMS,
AND REAPPOINT A RENTAL POOL LOCAL
COMMITTEE FOR FIVE YEARS

1 WHEREAS, section 42-1765, Idaho Code and subsections of IDAPA 37.02.030.40, Water
2 Supply Bank Rule 40, authorizes the Idaho Water Resource Board to appoint local committees to
3 facilitate the lease and rental of stored water within rental pools; and
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5 WHEREAS, the Water District 65 Advisory Committee has requested to be reappointed as
6 the local committee for the Payette River Rental Pool; and
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8 WHEREAS, the Water District 65 Advisory Committee has adopted amended procedures
9 pursuant to which they intend to facilitate the lease and rental of rental pool stored water; and
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11 WHEREAS, the Department of Water Resources has reviewed the local committee
12 procedures and lease and rental forms and recommends the Idaho Water Resource Board
13 reappoint the Water District 65 Advisory Committee as the local committee for the Payette River
14 Rental Pool;
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16 NOW THEREFORE BE IT RESOLVED that the Advisory Committee for Water District No. 65,
17 Payette River, is reappointed as the local committee for the Payette River Rental Pool. This
18 appointment is effective for a period of five (5) years from the date of this resolution or until
19 amended or revoked by action of the Idaho Water Resource Board.
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21 NOW THEREFORE BE IT FURTHER RESOLVED that the amended Payette River Rental Pool
22 procedures are approved by the Idaho Water Resource Board.
23

DATED this 29th day of March 2024.



JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST 

DEAN STEVENSON, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE WATER SUPPLY
BANK FOR THE LAKE FORK CREEK RENTAL
POOL

A RESOLUTION TO APPROVE AMENDED
RENTAL POOL PROCEDURES, FORMS,
AND REAPPOINT A RENTAL POOL LOCAL
COMMITTEE FOR FIVE YEARS

1 WHEREAS, section 42-1765, Idaho Code and subsections of IDAPA 37.02.030.40, Water
2 Supply Bank Rule 40, authorizes the Idaho Water Resource Board to appoint local committees to
3 facilitate the lease and rental of stored water within rental pools; and
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5 WHEREAS, the Water District 65K Advisory Committee has requested to be reappointed
6 as the local committee for the Lake Fork Creek Rental Pool; and
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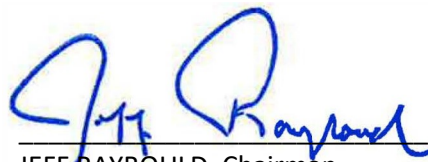
8 WHEREAS, the Water District 65K Advisory Committee has adopted amended procedures
9 pursuant to which they intend to facilitate the lease and rental of rental pool stored water; and
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11 WHEREAS, the Department of Water Resources has reviewed the local committee
12 procedures and lease and rental forms and recommends the Idaho Water Resource Board
13 reappoint the Water District 65K Advisory Committee as the local committee for the Lake Fork
14 Creek Rental Pool;
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16 NOW THEREFORE BE IT RESOLVED that the Advisory Committee for Water District No.
17 65K is reappointed as the local committee for the Lake Fork Creek Rental Pool. This appointment
18 is effective for a period of five (5) years from the date of this resolution or until amended or
19 revoked by action of the Idaho Water Resource Board;
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21 NOW THEREFORE BE IT FURTHER RESOLVED that the amended Lake Fork Creek Rental
22 Pool procedures are approved by the Idaho Water Resource Board.

DATED this 29th day of March 2024.



JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST 
DEAN STEVENSON, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE WATER SUPPLY
BANK FOR THE LEMHI RIVER BASIN RENTAL
POOL

RESOLUTION TO APPROVE PROCEDURES,
FORMS, AND REAPPOINT A RENTAL POOL
LOCAL COMMITTEE FOR FIVE YEARS

1 WHEREAS, section 42-1765, Idaho Code and subsections of IDAPA 37.02.030.40, Water
2 Supply Bank Rule 40, authorizes the Idaho Water Resource Board to appoint local committees to
3 facilitate the lease and rental of stored water within rental pools; and
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5 WHEREAS, the Water District 74 Advisory Committee has requested to be reappointed as
6 the local committee for the Lemhi River Basin Rental Pool; and
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8 WHEREAS, the Department of Water Resources has reviewed the local committee
9 procedures and lease and rental forms and recommends the Idaho Water Resource Board
10 reappoint the Water District 74 Advisory Committee as the local committee for the Lemhi River
11 Basin Rental Pool;
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13 NOW THEREFORE BE IT RESOLVED that the Advisory Committee for Water District No. 74,
14 Lemhi River, is reappointed as the local committee for the Lemhi River Basin Rental Pool. This
15 appointment is effective for a period of five (5) years from the date of this resolution or until
16 amended or revoked by action of the Idaho Water Resource Board.

DATED this 29th day of March 2024.



JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST 

DEAN STEVENSON, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE REGIONAL
WATER SUSTAINABILITY PRIORITY LIST

RESOLUTION TO UPDATE LIST

1 WHEREAS, the Idaho Legislature, through House Bill 769 passed in 2022 appropriated \$75
2 Million to the Idaho Water Resource Board (IWRB) to be used for certain ARPA-eligible water
3 projects and projects that have been identified by the IWRB as high priority sustainability
4 projects; and

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6 WHEREAS, the Idaho Legislature, through House Bill 361 passed in 2023 appropriated
7 \$150 Million to the IWRB to be used for certain ARPA-eligible water projects and projects that
8 have been identified by the IWRB as high priority sustainability projects; and

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10 WHEREAS, in July 2021 the IWRB adopted an initial Regional Water Sustainability Priority
11 List (List) to help guide the Idaho Water Resource Board's (IWRB's) spending for large, regional
12 water sustainability projects from ARPA funds, state general funds, or other applicable sources;
13 and

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15 WHEREAS, in January 2022 the IWRB adopted threshold criteria indicating that for a
16 project to be included on the List it must "help achieve water supply sustainability on a regional,
17 basin-wide, or state wide basis;" and

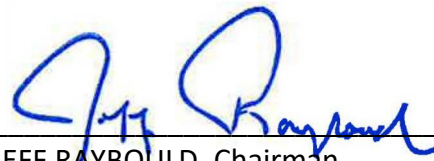
18
19 WHEREAS, on October 26, 2022, the IWRB adopted criteria for the inclusion of projects
20 on the List; and

21
22 WHEREAS, the IWRB updated the List on January 20, 2023 (resolution # 03-2023); and

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24 WHEREAS, staff discussed proposed updates to the List with the Finance Committee on
25 March 21, 2024, and the Committee recommended the proposed updates for IWRB
26 consideration; and

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28 NOW, THEREFORE BE IT RESOLVED that the IWRB adopts the attached updated Regional
29 Water Sustainability Priority List.

DATED this 29th day of March 2024.



JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST



DEAN STEVENSON, Secretary



IDAHO WATER RESOURCE BOARD REGIONAL WATER SUSTAINABILITY PRIORITY LIST

The Idaho Water Resource Board (IWRB) maintains a list of projects intended to help achieve water supply sustainability on a regional, basin, or statewide scale. The Regional Water Sustainability Priority List is used to help guide spending from IWRB allocated funding sources for large, regional water sustainability projects.

Inclusion on the List is not a funding commitment, but rather a recognition that the project has the potential to help achieve water sustainability. Approved projects may receive IWRB support in several ways: 1) help securing Federal funding opportunities, 2) state funding consideration, and 3) support related to necessary funding and/or permitting authorizations.

Projects are added to the list in accordance with criteria adopted by the IWRB (add website link) and may be introduced by an eligible Sponsor or by the IWRB itself. The “Proposed Projects” table identifies projects that have been approved by the IWRB for inclusion on the list, but do not have a specific plan for development. The “Projects Under Development” table identifies projects in various phases of implementation.

IWRB Regional Water Sustainability Priority List

Proposed Projects *

Project	Total Estimated Cost	Project Description	IWRB District
Bear Lake - Additional Storage <i>Project Sponsor: TBD</i>	\$15,000,000	Various projects and easement acquisitions to increase Bear River channel capacity and increase storage in Bear Lake.	4
Cloud Seeding Infrastructure Build-Out In Additional Basins <i>Project Sponsor: TBD</i>	\$8,000,000	Install cloud seeding ground generators and other equipment in basins without current program. Basins may include: Bear River, Raft River, Goose Creek, Lemhi River, Lost River and others. Operations to be paid through Secondary Fund.	2,3
Dworshak-Clearwater Pipeline Project <i>Project Sponsor: State of Idaho</i>	\$80,000,000	New water supply pipeline from Dworshak Dam to optimize downstream hatchery production. Includes potential hydropower plant on pipeline to provide revenue to offset pipeline costs and funds for WMA over time. Includes infrastructure & habitat improvements in Salmon and Clearwater Basins.	1
Lemhi Basin Settlement Implementation <i>Project Sponsor: IWRB & Parties to Settlement</i>	\$5,000,000	Utilize funds to implement the Lemhi River Basin Comprehensive Settlement actions.	2
Mountain Home Aquifer Water Supply <i>Project Sponsor: Elmore County</i>	\$50,000,000	Offset use of declining Mountain Home Aquifer	2
Efficiency and Capacity Improvements to Canal Systems <i>Project Sponsor: TBD</i>	TBD	Remove constraints in canal systems to make more efficient. Allow for automatic structures that reduce total diversions. <i>(NEW ADDITION FOR COMMITTEE CONSIDERATION)</i>	1,2,3,4
Minidoka Feasibility Study <i>Project Sponsor: TBD</i>	TBD	Feasibility study for raising Minidoka Dam utilizing Federal Funds. <i>(NEW ADDITION FOR COMMITTEE CONSIDERATION)</i>	3
TOTAL REQUESTED	\$158,000,000		

* Projects are listed in alphabetical order.

Updated 3/29/2024

IWRB Regional Water Sustainability Priority List

Projects Under Development *

Project	Total Estimated Cost	Obligated State Funds	Project Description	Project Status	IWRB Dist.
American Falls Spillway Rehabilitation <i>Project Sponsor: IPC, AFRD</i>	\$23,170,000	\$12,486,758 <i>(ARPA Funding applied as non-Federal match)</i>	Repairs to American Falls Dam and Spillway. Activities will continue through 2029. Critical to the ongoing operations.	Terms and Conditions were approved by the IWRB and a contract executed. Project activities are ongoing.	4
Anderson Ranch Dam Raise <i>Project Sponsor: IWRB/US Bureau of Reclamation</i>	\$124.8M	\$74.1M <i>(\$72.9 ARPA Funding applied as non-Federal match)</i>	Raise of Anderson Ranch Dam by 6ft, resulting in 29KAF additional reservoir storage capacity. June 2023, BOR project costs estimates increased from \$83.3M (Feasibility Study) to \$124.8M based on 30% design. Under the contract between BOR and IWRB, BOR will pay 11.05% of the costs and retain 10% of the new storage space. IWRB will pay 88.95% of costs as the non-Federal Sponsor and will retain 90% of the new storage.	Updated project costs will be provided at 60%, 90%, and 100% design. Construction is currently scheduled to begin by 2026 and complete by 2029. Federal funding is authorized under the Water Infrastructure Improvements for the Nation WIIN) Act. Non-Federal cost-share is eligible for ARPA Funding.	2
City of Nampa - Copper River Storage Project, Reuse Pipeline, and System Improvements to Pioneer System <i>Project Sponsor: City of Nampa</i>	\$19.52M	\$3M	Construct an irrigation storage pond along Roosevelt Ave., capturing water reserves from NMID system flows, To provide recycled water for the Phyllis canal and canal system improvements to handle variation in flow.	Terms and Conditions were approved by the IWRB and a contract executed. Project is partially complete and activities are ongoing.	2

* Projects are listed in alphabetical order.

Updated 3/29/2024

IWRB Regional Water Sustainability Priority List

Projects Under Development *

Project	Total Estimated Cost	Obligated Funds	Project Description	Project Status	IWRB District
Gooding Flood Control Project <i>Project Sponsor: City of Gooding</i>	\$12.5M	\$4M	Replace 5 bridges that are part of flood control structure; seeking \$100K for a scoping a design grant.	Terms and Conditions were approved by the IWRB. A Project Partnership Agreement with USACE will be executed March 2024.	3
Lewiston Orchards Exchange Project <i>Project Sponsor: LOID & Nez Perce Tribe</i>	\$60M	\$1,287,000	Construct remaining infrastructure to fully enact water exchange between Lewiston Orchards Irrigation District and Nez Perce Tribe.	Terms and Conditions were approved by the IWRB. Obligated funds will be used for 30 percent engineering and design.	1
Lost Valley Res Enlargement <i>Project Sponsor: Lost Valley Res. Co.</i>	\$50M	\$560,000	Enlargement of Lost Valley Reservoir by 20,000 AF.	Terms and Conditions were approved by the IWRB.	2
Mackay Dam Repair <i>Project Sponsor:</i>	\$10M	Other IWRB grant program.	Repairs to the outlet tower works and the spillway.	IWRB approved \$2M Aging Infrastructure grant. Project on hold pending FEMA funding.	3
Mountain Home Air Force Base Water Supply <i>Project Sponsor: IWRB & DAF</i>	\$61M	\$5M <i>(ARPA Funding applied as non-Federal match)</i>	Provide alternative long-term water supply for the MHAFB. Project will allow MHAFB to replace use of ground water from the declining Mountain Home Aquifer with surface water from the Snake River. State to build pump station and pipeline and DAF to build water treatment plant.	IWRB will retain Snake River water rights and gift the infrastructure to the Air Force. Target completion date is January 2026	2
New York Canal Rehabilitation Project- Six-mile segment <i>Project Sponsor: Boise Project Board of Control</i>	\$50M	\$25M	Line New York canal through Boise for public safety and water conservation. ISWCC awarded \$514,000 WQPA grant (2022). BPBOC has applied for fed. Funding (BOR and NRCS)	Terms and Conditions will be considered at the March IWRB Meeting	2

* Projects are listed in alphabetical order.

Updated 3/29/2024

IWRB Regional Water Sustainability Priority List

Projects Under Development *

Project	Total Estimated Cost	Obligated Funds	Project Description	Project Status	IWRB District
North Fremont Canal Systems Phase 5 Pipeline Project <i>Project Sponsor: North Fremont Canal</i>	\$19,769,000	\$7,811,056	Convert ditch to pipeline	Terms and Conditions were approved by the IWRB. Contract executed and construction activities are ongoing.	4
Palouse Basin Aquifer Water Supply <i>Project Sponsor: PBAC</i>	\$73M	\$182,500	Construct new water supply and pipeline to bring water into the Moscow area and reduce use of declining Palouse Basin Aquifer.	Terms and Conditions will be considered at the March Board Meeting, Beginning RFP process to further refine Alternative 5 of Water Alternatives Project.	1
Priest Lake Water Management Project <i>Project Sponsor: IWRB</i>	\$5M	Approx. \$11M	Thorofare and outlet dam improvements	Thorofare Completed in 2021; Outlet Dam to be completed 2024	1
Raft River Pipeline <i>Project Sponsor:</i>	\$49M	\$7M	Pipeline from Snake River to offset GW pumping in Raft River Basin – water right permit is issued.	IWRB has not yet approved Terms and Conditions. Currently on hold pending contract information from the GW District.	3
Treasure Valley Water Supply Assessment Project <i>Project Sponsor: WD63</i>	\$155,500	\$155,500	Assessment of tributary drains and shallow aquifer to address low flows near Middleton during the irrigation season.	Terms and Conditions were approved by the IWRB. Contract executed and construction activities are ongoing.	2
TOTAL	\$557,914,500	\$151,582,814			

*Projects are listed in alphabetical order.

Updated 3/29/2024

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE REGIONAL
WATER SUSTAINABILITY PRIORITY LIST

RESOLUTION TO ADOPT CRITERIA FOR
THE INCLUSION OF PROJECTS ON THE
REGIONAL WATER SUSTAINABILITY
PRIORITY LIST

1 WHEREAS, the Idaho Legislature, through House Bill 769 passed in 2022 appropriated \$75
2 Million to the Idaho Water Resource Board (IWRB) to be used for certain ARPA-eligible water
3 projects and projects that have been identified by the IWRB as high priority sustainability
4 projects; and

5
6 WHEREAS, the Idaho Legislature, through House Bill 361 passed in 2023 appropriated
7 \$150 Million to the IWRB to be used for certain ARPA-eligible water projects and projects that
8 have been identified by the IWRB as high priority sustainability projects; and

9
10 WHEREAS, in July 2021 the IWRB adopted an initial Regional Water Sustainability Priority
11 List to help guide the Idaho Water Resource Board's (IWRB's) spending for large, regional water
12 sustainability projects from ARPA funds, state general funds, or other applicable sources; and

13
14 WHEREAS, in January 2022 the IWRB adopted threshold criteria indicating that for a
15 project to be included on the Regional Water Sustainability Priority List it must "help achieve
16 water supply sustainability on a regional, basin-wide, or state wide basis;" and

17
18 WHEREAS, on October 26, 2022, the IWRB adopted criteria for the inclusion of projects
19 on the Regional Water Sustainability List; and


20
21 WHEREAS, on March 21, 2024, the Finance Committee recommended updated criteria
22 for inclusion of projects on the Regional Water Sustainability Priority List; and

23
24 NOW, THEREFORE BE IT RESOLVED that the IWRB adopts the attached updated criteria
25 for inclusion of projects on the Regional Water Sustainability Priority List.

DATED this 29th day of March 2024.



Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST _____
Dean Stevenson, Secretary

IWRB Regional Water Sustainability Priority List

The IWRB maintains the [Regional Water Sustainability Priority List](#) (List) to help guide spending for large, regional water sustainability projects from ARPA funds, state general funds, or other applicable sources. The IWRB will support implementation of water sustainability projects, including studies (collectively projects), that provide benefits on a regional, basin, or statewide scale.

Eligible Entities: Irrigation Districts, Irrigation Boards of Control, Canal Companies, Drainage Districts, Groundwater Districts, Ditch Companies, Flood Control Districts, Regional Water Supply Organizations, Municipal Irrigation Districts (formed per Title 42, chapter 18, Idaho Code), Water Districts, cities, counties, and water-related stakeholders.

Eligible Geographic Area: Statewide.

Eligible Projects: The IWRB defines an eligible project as any new project that helps to achieve water sustainability on a regional basis. For purposes of this program, an eligible project does not include municipal drinking or wastewater systems. Projects that help resolve regional drinking water supply issues may be eligible on a case-by-case basis.

Expectations for inclusion on the list: Inclusion on the List is not a funding commitment, but rather a recognition that the project has the potential to help achieve water sustainability. For projects that are included on the List, the IWRB may 1) help advocate for Federal funding opportunities, 2) facilitate state funding consideration, and 3) help with letters of support related to necessary funding and/or permitting authorizations.

To obtain funding from an existing IWRB grant, loan or other funding program, the Project Sponsor will be required to submit the requisite application(s), and the project will be considered for funding pursuant to the procedures and criteria of the program. Additionally, the IWRB may at its discretion assist the Project Sponsor in obtaining funding from other funding sources.

Each project on the List is unique and will have its own implementation timeline and milestones.

Process for inclusion on the List: There are two ways for a project to be included on the list: 1) An eligible entity (Project Sponsor) must submit a request to the IWRB for a project to be added to the List by December 1st, and 2) the IWRB can add projects to the List at its discretion. The IWRB Finance Committee will consider these requests and make a recommendation to the IWRB.

Project Sponsors will provide the following information:

- Cover letter with project summary.
- Project background (infrastructure description, repair, rehabilitation, improvement needs/objectives/benefits).
- Project Sponsor description (organization type, background, revenue sources, current operations).
- Project description (narrative, map, conceptual plan and design, land entitlements at

project location, description of any known environmental issues).

- Cost estimate and budget.
- Project funding sources.
- Project implementation schedule.

Considerations for inclusion on the list:

- Project provides or contributes to resolution of long-standing water supply challenges or anticipated water use conflicts.
- Project provides sustainability benefits on a regional scale (basin or statewide) based on geographic area or number of impacted individuals. Projects with multiple benefits may be prioritized.
- Project leads to stabilization and recovery of groundwater levels in basins where groundwater declines are occurring.
- Relative economic and public benefits including consideration of public benefits such as how the project:
 1. Protects existing water rights and uses identified in I.C. § 42-1760(2)(d), including consideration of the value of existing hydropower to the state's economy. I.C. § 42-1760(2)(d) states: Any project selected pursuant to paragraph (c) of this subsection must protect all existing water rights and consider the effects of such projects on other water uses, such as water quality, fish and wildlife, recreation, and hydropower, that provide economic value, stability, water sustainability, drought resiliency, and other benefits to the citizens of the state.
 2. Provides water for future development.
 3. Addresses water storage and delivery infrastructure for projects that provide environmental, safety or recreational benefits.

How a project is removed from the List:

- Project is fully funded and/or implemented.
- Sponsor of the project requests the project be removed.
- IWRB at its discretion removes project.

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE REGIONAL WATER
SUSTAINABILITY PRIORITY LIST

RESOLUTION TO APPROVE CONTRACT TERMS
& CONDITIONS FOR THE NEW YORK CANAL
REHABILITATION PROJECT

1 WHEREAS, The American Rescue Plan Act (ARPA), Pub. L. 117-2 subtitle M (2021), appropriated
2 \$219,800,000,000 to the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) for making payments
3 to the States to mitigate the fiscal effects stemming from the public health emergency in response to the
4 Coronavirus disease; and

5
6 WHEREAS, The SLFRF funds may be used to, among other things, make necessary investments in
7 water, sewer, or broadband infrastructure. Pub L. 117-2 sec. 602(c)(1)(D), 42 U.S.C. § 802(c)(D); and

8
9 WHEREAS, Pursuant to 42 U.S.C. § 802(c)(4), SLFRF funds may be used to satisfy any non-federal
10 matching requirement for an authorized Bureau of Reclamation (Reclamation) project; and

11
12 WHEREAS, The Idaho Legislature in 2022 and 2023 passed legislation setting aside funds from the
13 American Rescue Plan Act (ARPA) for the Idaho Water Resource Board (IWRB) to use on projects including
14 those that have been identified by the IWRB as high priority water sustainability projects; and

15 WHEREAS, Boise Board of Control submitted a request for IWRB Regional Water Sustainability Funds
16 to cover six miles of rehabilitation work to be completed on the New York Canal Rehabilitation Project
17 (Project); and

18 WHEREAS, the Project met the IWRB’s funding criteria and the Project was included on the Regional
19 Water Sustainability Priority List. In July 2023, the IWRB approved \$25,000,000,000 in funding for the
20 Project; and

21 WHEREAS, in its resolution the IWRB directed staff to work with project sponsors to develop
22 appropriate contract terms and conditions to be brought back to the IWRB for approval; and

23
24 WHEREAS, on March 21, 2024, staff discussed proposed terms and conditions for the New York Canal
25 Rehabilitation Project included in Attachment A with the IWRB Finance Committee; and

26
27 NOW, THEREFORE BE IT RESOLVED that the IWRB approves the Terms and Conditions for the New
28 York Canal Rehabilitation Project as specified in Attachment A to this resolution.


29
30 NOW, THEREFORE BE IT FURTHER RESOLVED that the IWRB approves funding these projects using
31 the ARPA monies pending legal review; and

32
33 NOW THEREFORE BE IT FURTHER RESOLVED that contract for this project will also contain
34 standard IWRB contract conditions, ARPA Funding contract provisions, and other project specific Terms
35 and Conditions not specified in this resolution.

DATED this 29th day of March 2024.



Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST 
Dean Stevenson, Secretary

ATTACHMENT A: Terms & Conditions

New York Canal Rehabilitation Project

Boise Project Board of Control (Boise Project) is located in southwestern Idaho and a portion of eastern Oregon. The Boise Project was awarded \$25,000,000.00 by the Idaho Water Resource in July of 2023 (resolution # 31-2023) to replace six (6) miles of canal lining in the New York Canal. The canal has been re-lined numerous times throughout the decades with either concrete and/or asphalt, with many areas remaining as earthen lining. The purpose of the project is to rehabilitate and improve this aging infrastructure over a six-year period.

The New York Canal has been designated as an Urban Canal of Concern by the Bureau of Reclamation due to its age and public safety. Rehabilitating and improving the New York Canal has become a high priority for Boise Project. Since 2014, Boise Project has designed, and performed the construction management and installation of nearly 4,000 lineal feet of an innovative geocomposite lining that consists of polyester nonwovens bonded to a polyethylene geomembrane. The liner is inert to biological degradation and naturally encountered chemicals, alkalis and acids. It was selected for its puncture resistance and interface friction properties that allow the liner to be deployed directly in contact with existing soils and steepened side slopes. The life expectancy of the liner is 50 years. The project area was selected based on the age of the canal, public safety risk due to the significant change in elevation from the canal and its embankment to the home properties immediately adjacent to the canal and water conservation.

The project includes replacement of approximately six miles of the existing concrete and asphalt lining with a prefabricated multi-layer geocomposite membrane and concrete cap, over a six-year period.

Cost -Reimbursement Contract and Proposed Terms & Conditions

- Execute a contract between IWRB and the Boise Project. Funding awarded shall be disbursed in installments. The Boise Project will be responsible for the remainder of the project costs.
- When requested by the Board, provide a monthly progress report to the Contract Manager. The progress report shall include at a minimum:
 - Updated schedule to completion
 - Issues encountered in the reporting period
 - Final cost forecasts where applicable
 - Up to date project budget

- The Contractor shall provide with the final invoice a financial summary of the Project's costs with a detailed list of the type and amount of funds used to pay for the Project. The financial summary shall include the following:
 - Total final cost of the Project based on expenditures.
 - List all funding sources and the amount used on any aspect of the Project.
 - If a Federal or State grant was awarded for any portion of the Project, include the amount awarded.

- Project Sponsors will comply with the IWRB's standard contract terms and ARPA related terms.

Attachment B
ARPA Grant Funding Contract Provisions

1. REMEDIES FOR NONCOMPLIANCE.

If Contractor fails to comply with the U.S. Constitution, Federal or State statutes, regulations or the terms and conditions of this Contract, the Board may impose additional conditions. If the Board determines that noncompliance cannot be remedied by imposing additional conditions, the Board may take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action by the U.S. Department of Treasury or the Board.
- b) Disallow all or part of the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the Contract.
- d) Recommend the U.S. Department of Treasury initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and the U.S. Department of Treasury regulations.
- e) Withhold further funds for the project or program.
- f) Take other remedies that may be legally available.

2. ENVIRONMENTAL REGULATIONS

- A. If this Contract is for more than \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the U.S. Department of Treasury and the Regional Office of the Environmental Protection Agency (EPA).
- B. Any of Contractor's contracts related to this Contract that exceed \$150,000 must contain the language in Section 2.A above.

3. CONTRACT WORK HOURS AND SAFETY STANDARDS.

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

4. DEBARMENT & SUSPENSION

Contractor warrants it is not, and shall ensure any of its contractors related to this Contract are not, listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

5. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor is prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b) Telecommunications or video surveillance services provided by such entities or using such equipment.
- c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

6. DOMESTIC PREFERENCE FOR PROCUREMENTS

Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract. For purposes of this section:

- a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. BUY AMERICA PREFERENCE

Contractor shall comply with section 70914 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, which requires:

- a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States

8. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the Contract performance schedule; ii. Meeting Contract performance requirements; or iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. MINORITY AND WOMEN BUSINESS ENTERPRISES

Contractor agrees to take affirmative steps to assure that women and minority businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

- f) If Contractor hires any subcontractors, Contractor must take the affirmative steps in a through e above.

10. GENERAL PROCUREMENT STANDARDS

- A. Contractor must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under this Contract. Contractor's documented procurement procedures must conform to the procurement standards identified in 2 C.F.R. §§ 200.318 through 200.327.
- B. Contractor must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. Written Standards of Conduct
 - a. Contractor must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this Contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Contractor.
 - b. If Contractor has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, Contractor must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- D. Contractor's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- E. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across, Contractor is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for

procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

- F. Contractor is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- G. Contractor is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- H. Contractor must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also 2 C.F.R. § 200.214.
- I. Contractor must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- J. Time and Materials Contract
 - a. Contractor may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to Contract is the sum of:
 - i. The actual cost of materials; and
 - ii. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - b. Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, Contractor awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- K. Contractor alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve Contractor of any contractual responsibilities under its contracts. The Department of Treasury will not substitute its judgment for that of Contractor unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

11. REAL PROPERTY.

- A. Title. Subject to the requirements and conditions set forth in this section, title to real property acquired or improved under this Contract will vest upon acquisition in the Contractor.
- B. Use. Except as otherwise provided by Federal statutes or by the Department of Treasury, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time Contractor must not dispose of or encumber its title or other interests.
- C. Disposition. When real property is no longer needed for the originally authorized purpose, Contractor must obtain disposition instructions from the Department of Treasury or Board. The instructions must provide for one of the following alternatives:
 - a. Retain title after compensating the Department of Treasury. The amount paid to the Department of Treasury will be computed by applying the Department of Treasury's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where Contractor is disposing of real property acquired or improved with this Contract and acquiring replacement real property under the same Contract, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - b. Sell the property and compensate the Department of Treasury. The amount due to the Department of Treasury will be calculated by applying the Department of Treasury's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If this Contract has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When Contractor is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
 - c. Transfer title to the Department of Treasury or to a third party designated/approved by the Department of Treasury. Contractor is entitled to be paid an amount calculated by applying Contractor's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

12. ACCESS TO RECORDS

At all reasonable times during the term of this Contract and for a period of three years following final settlement, Contractor shall provide the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Access also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents. This requirement is in addition to the requirements of the

Attachment A, Section XVI, Retention of Records and Access to Facilities, Premises, and Records.

13. SINGLE AUDIT

The total funds disbursed per this Contract are considered federal financial assistance per the Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507. (2000). If Contractor expends more than \$750,000 of any federal funds in a fiscal year, Contractor shall conduct an audit in accordance with the SAA. In such case, the Contractor shall provide the Board a copy of the SAA audit within nine (9) months of the end of the audit period per the SAA. Contractor recognizes that it is responsible for determining if the \$750,000 threshold is reached and if a SAA audit is required. Additionally, Contractor shall inform the Board, in writing, of findings or recommendations pertaining to the funds contained in any SAA audits conducted by the Board.

14. CONFLICT OF INTEREST

- A. No employee, officer, or agent of Contractor may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Contractor may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Contractor.
- B. If Contractor has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, Contractor must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

15. LABOR STANDARDS AND WAGES

Contractor shall require strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through strong employment. All laborers and mechanics employed by the prime construction contractor and subcontractors in the project using Contract funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality. The Contractor shall document to the Board how prevailing wages will be satisfied by including in the bidding documents one of the following provisions:

- a) Davis Bacon Wages: The prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code), or
- b) Project Employment and Local Impact Report: The Report shall include but is not limited to: Number of employees working on the project, number of employees on the project hired directly and hired through a third party, wages and benefits of workers on the project by classification, local hiring, project labor agreement, community benefit agreements, prevailing wage agreements, and/or other information demonstrating strong employment opportunities for workers.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS

Where applicable, all contracts awarded by Contractor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. DISCRIMINATION PROHIBITED

Contractor shall comply with the following statutes and regulations that prohibit discrimination:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs,

activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

18. EQUAL EMPLOYMENT OPPORTUNITY

- A. Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- B. Contractor shall include the language in Section 17.A above in all contracts that meet the definition of Federally Assisted Construction Contract. “Federally Assisted Construction Contract” means any agreement or modification thereof for construction work which is paid for in whole or in part with funds obtained from this Contract.

19. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

20. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

21. MANDATORY DISCLOSURES

Contractor must disclose, in a timely manner, in writing to the Board all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Contract. Contractor is required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in Section 1 above. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

22. INSURANCE COVERAGE

Contractor must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Contract funds as provided to property owned by the Contractor.

23. COMPLY WITH ALL APPLICABLE LAWS

Contractor shall comply with all applicable federal, state, and local laws, including the conditions and requirements of the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 et seq.) from the U.S. Department of the Treasury.

24. GENERAL PROVISIONS

- A. Contractor's right to request disbursements under this Contract terminates on December 1, 2026. Activities and expenses occurring after December 1, 2026, are the responsibility of the Contractor.
- B. Contractor will provide proof of an assigned Unique Entity Identifier and active registration with SAM (<https://www.sam.gov>) if not already obtained, prior to the first disbursement. Further disbursements will be made contingent on Contractor providing proof that all requested information to SAM has been submitted. Contractor will maintain active registration with SAM throughout the lifetime of the award, pursuant to 2 CFR 25.
- C. In addition to other provisions required herein, all contracts made by Contractor under this Contract must contain the provisions listed in Appendix II to 2 C.F.R. Part 200.

25. BYRD ANTI-LOBBYING.

Contractor must sign the Certification Regarding Lobbying provided on the next page.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their 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 an 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 contractors 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.

Date