

Recovery Act Funds  
Work In Kind

\$150,000
150,000
<u>300,000</u>



Cost Share	243	} ARRA
Adv Act	158	

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
IDAHO WATER RESOURCE BOARD  
FOR THE  
LOWER BOISE RIVER INTERIM FEASIBILITY STUDY

Cost Share	244	} Regular Funds
Adv Act	159	

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Federal Funds	720,000
Sponsor Cash	333,000
Sponsor WIK	387,000
	<u>1,440,000</u>

THIS AGREEMENT is entered into this 29<sup>th</sup> day of May, 2009 by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Walla Walla District and the Idaho Water Resource Board (hereinafter the "Non-Federal Sponsor"), represented by its Chairman.

WITNESSETH, THAT:

WHEREAS, the Secretary of the Army is authorized to conduct a feasibility study of undertaking flood risk management, ecosystem restoration, and water supply on the Boise River in Boise, Idaho pursuant to Section 414 of the Water Resources Development Act of 1999, Public Law 106-53 as amended by Section 4038 of the Water Resources Development Act of 2007, Public Law 100-114;

WHEREAS, prior to proceeding with such feasibility study, the U.S. Army Corps of Engineers conducted a reconnaissance study and determined that further planning in the nature of a feasibility study should proceed;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into an agreement (hereinafter the "Agreement") to conduct such feasibility study (hereinafter the "Interim Study" as defined in Article I.A. of this Agreement);

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements applicable to the *Interim Study*;

WHEREAS, Section 4038 of the Water Resources Development Act of 2007, Public Law 110-114, authorizes the Secretary of the Army to credit toward the non-Federal share of the cost of the study the cost, not to exceed \$500,000, of work carried out by the non-Federal interest before the date of the partnership agreement for the project if the Secretary of the Army determines that the work is integral to the *Interim Study* (hereinafter "*pre-Agreement in-kind contributions*"), as defined in Article I.L of this Agreement);

WHEREAS, on October 31, 2008 the Assistant Secretary of the Army (Civil Works) delegated the authority to determine if the *pre-Agreement in-kind contributions* are integral to the *Interim Study* to the Commander, Northwestern Division and on December 5, 2008 the

Posted pre-agreement work-in-kind Cost Share 243

Commander, Northwestern Division determined that the *pre-Agreement in-kind contributions* are integral to the *Interim Study*;

WHEREAS, the Non-Federal Sponsor desires to provide in-kind contributions to be carried out after the effective date of this Agreement (hereinafter the “*post-Agreement in-kind contributions*” as defined in Article I.K. of this Agreement) that are necessary to prepare the feasibility report and to receive credit for such contributions toward the amount of its required contribution for the *Interim Study*;

WHEREAS, the Non-Federal Sponsor may provide up to 100 percent of its required contribution for the *Interim Study* as in-kind contributions;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Interim Study* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful *Interim Study*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

#### ARTICLE I – DEFINITIONS

A. The term “*Interim Study*” shall mean the activities and tasks required to identify existing conditions, identify the impact of flood events, identify and evaluate solutions to water storage and prepare a project management plan incorporating said data to evaluate alternatives and the preparation of a decision document that, when appropriate, recommends a coordinated and implementable solution for flood risk management, ecosystem restoration, and water supply in the Boise River Basin , as generally described in the Expedited Reconnaissance Study, Section 905(b), Boise River, Boise, Idaho, approved by the Commander, Walla Walla District on March 2, 2001. The term includes the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions* described in paragraph L. and paragraph K. of this Article, respectively.

B. The term “*total interim study costs*” shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to performance of the *Interim Study*. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government’s costs of plan formulation and evaluation, including applicable economic, engineering, real estate, and environmental analyses; the Government’s costs of preparation of the decision document for the *Interim Study*; the costs of the *post-Agreement in-kind contributions* determined in accordance with Article II.E. of this Agreement; the costs of the *non-Federal pre-Agreement in-kind contributions* determined in

accordance with Article II.E. of this Agreement; the Government's costs of independent technical review and other review processes required by the Government; the Government's costs of external peer review, if required; the Government's supervision and administration costs; the Non-Federal Sponsor's and the Government's costs of participation in the Study Coordination Team in accordance with Article III of this Agreement; the Government's costs of contract dispute settlements or awards; and the Non-Federal Sponsor's and the Government's costs of audit in accordance with Article VI.B. and Article VI.C. of this Agreement. The term does not include any costs of dispute resolution under Article V of this Agreement; any costs incurred as part of reconnaissance studies; any costs incurred as part of feasibility studies under any other agreement; the Non-Federal Sponsor's costs of negotiating this Agreement; or any costs of negotiating a design agreement for a project or separable element thereof.

C. The term "*study costs to be shared during the period of study*" shall mean the difference between *total interim study costs* and *excess study costs*.

D. The term "*excess study costs*" shall mean the difference between the most recent estimate of *total interim study costs* and the amount of *total interim study costs* specified in Article IV.A.1. of this Agreement, excluding any increase in *total interim study costs* that resulted from a change in Federal law or a change in the scope of the *Interim Study* requested by the Non-Federal Sponsor or any increase in *total interim study costs* that otherwise was agreed upon in writing by the parties.

E. The term "*period of study*" shall mean the time from the effective date of this Agreement to the date that:

1. the Assistant Secretary of the Army (Civil Works) submits the feasibility report to the Office of Management and Budget (OMB) for review for consistency with policies and programs of the Administration, if the project or project modification that is the subject of this *Interim Study* will require further Congressional authorization to implement the recommended plan; or

2. the decision document for the study is duly approved by the Government, if the project or project modification that is the subject of this *Interim Study* will not require further Congressional authorization to implement the recommended plan; or

3. the date that this Agreement is terminated in accordance with Article IX of this Agreement.

F. The term "*financial obligations to be shared during the period of study*" shall mean the financial obligations of the Government and the costs for the *non-Federal in-kind contributions and pre-Agreement in-kind contributions*, as determined by the Government that result or would result in costs that are or would be included in *study costs to be shared during the period of study*.

G. The term "*non-Federal proportionate share*" shall mean the ratio of the sum of the costs included in *study costs to be shared during the period of study* for the *pre-Agreement in-*

*kind contributions* and the *post-Agreement in-kind contributions*, as determined by the Government, and the Non-Federal Sponsor's total contribution of funds required by Article II.C.1.b. of this Agreement to *financial obligations to be shared during the period of study*, as projected by the Government.

H. The term "*Federal program funds*" shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefore.

I. The term "*fiscal year*" shall mean one year beginning on October 1 and ending on September 30.

J. The term "*PMP*" shall mean the project management plan, and any modifications thereto, developed by the Government, and agreed to by the Non-Federal Sponsor, that specifies the scope, cost, and schedule for *Interim Study* activities and guides the performance of the *Interim Study* through the *period of study*.

K. The term "*post-Agreement in-kind contributions*" shall mean planning, supervision and administration, services, materials, supplies, and other in-kind services that are performed or provided by the Non-Federal Sponsor after the effective date of this Agreement in accordance with the *PMP* and that are necessary for performance of the *Interim Study*.

L. The term "*pre-Agreement in-kind contributions*" shall mean the work carried out by the Non-Federal Sponsor prior to the effective date of this Agreement to complete a comprehensive analysis on existing conditions in the Lower Boise Basin that the Government determined is integral to the *Interim Study*.

## ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the "Congress") and using those funds and funds provided by the Non-Federal Sponsor, expeditiously shall conduct the *Interim Study*, applying those procedures usually applied to Federal projects, except for the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions*, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsor expeditiously shall perform or provide the *post-Agreement in-kind contributions* in accordance with applicable Federal laws, regulations, and policies.

1. The Government shall not issue the solicitation for the first contract for the *Interim Study* or commence the *Interim Study* using the Government's own forces until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the *Interim Study*.

2. To the extent possible, the Government and the Non-Federal Sponsor shall conduct the *Interim Study* in accordance with the *PMP*.

3. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all products that are developed by contract or by Government personnel during the *period of study*. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the final approval of all *Interim Study* products shall be exclusively within the control of the Government.

4. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all Government contracts, including relevant scopes of work, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of work on the *Interim Study* using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Interim Study*, except for the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions*, shall be exclusively within the control of the Government.

5. At the time the U.S. Army Engineer, Walla Walla District (hereinafter the "District Engineer") furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the *Interim Study*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

6. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *post-Agreement in-kind contributions*, including relevant scopes of work, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government but the contents of solicitations, award of contracts or commencement of work on the *Interim Study* using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *post-Agreement in-kind contributions* shall be exclusively within the control of the Non-Federal Sponsor.

7. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal Sponsor for the

*post-Agreement in-kind contributions*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

8. Notwithstanding paragraph A.4. and paragraph A.6., if the award of any contract for work on the *Interim Study*, or continuation of work on the *Interim Study* using the Government's or the Non-Federal Sponsor's own forces, would result in *excess study costs*, the Government and the Non-Federal Sponsor agree to defer award of that contract, award of all remaining contracts for work on the *Interim Study*, and continuation of work on the *Interim Study* using the Government's or the Non-Federal Sponsor's own forces until such time as the Government and the Non-Federal Sponsor agree in writing to proceed with further contract awards for the *Interim Study* or the continuation of work on the *Interim Study* using the Government's or the Non-Federal Sponsor's own forces, but in no event shall the award of contracts or the continuation of work on the *Interim Study* using the Government's or the Non-Federal Sponsor's own forces be deferred for more than six months. If the Government and the Non-Federal Sponsor agree to not proceed or fail to reach agreement on proceeding with further contract awards for the *Interim Study*, or the continuation of work on the *Interim Study* using the Government's or the Non-Federal Sponsor's own forces, the parties shall terminate this Agreement and proceed in accordance with Article IX.D. of this Agreement.

9. As of the effective date of this Agreement, \$172,000 of Federal funds is currently projected to be available for the *Interim Study*. The Government makes no commitment to request Congress to provide additional Federal funds for the *Interim Study*. Further, the Government's financial participation in the *Interim Study* is limited to the Federal funds that the Government makes available to the *Interim Study*.

B. The Government shall allocate *total interim study costs* between *study costs to be shared during the period of study* and *excess study costs*.

C. The Non-Federal Sponsor shall contribute 50 percent of *study costs to be shared during the period of study* in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsor shall provide a contribution of funds as determined below:

a. If the Government projects at any time that the collective value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement will be less than the Non-Federal Sponsor's required share of 50 percent of *study costs to be shared during the period of study*, the Government shall determine the amount of funds that would be necessary to meet the Non-Federal Sponsor's required share prior to any consideration of the credit the Government projects will be afforded for the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions* pursuant to paragraph F. of this Article.

b. The Non-Federal Sponsor shall provide funds in the amount determined by this paragraph in accordance with Article IV.B. of this Agreement. To determine the contribution of funds the Non-Federal Sponsor shall provide, the Government shall reduce the

amount determined in accordance with paragraph C.1.a. of this Article by the amount of credit the Government projects will be afforded for the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions* pursuant to paragraph F. of this Article.

2. The Government, subject to the availability of funds and as limited by paragraph G. of this Article, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 50 percent of *study costs to be shared during the period of study* if the Government determines at any time that the collective value of the following contributions has exceeded 50 percent of *study costs to be shared during the period of study*: (a) the value of the Non-Federal Sponsor's contributions under paragraph C.1.b. of this Article; (b) the amount of credit to be afforded for the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions* pursuant to paragraph F. of this Article; and (c) the value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement.

D. The Non-Federal Sponsor shall contribute 50 percent of *excess study costs* in accordance with the provisions of this paragraph.

1. The Government shall determine the amount of funds that would be necessary to meet the Non-Federal Sponsor's required share prior to any consideration of the credit the Government projects will be afforded for the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions* pursuant to paragraph F. of this Article.

2. The Non-Federal Sponsor shall provide funds in the amount determined by this paragraph in accordance with Article IV.C.3. of this Agreement. To determine the contribution of funds the Non-Federal Sponsor shall provide, the Government shall reduce the amount determined in accordance with paragraph D.1. of this Article by the amount of credit the Government projects will be afforded for the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions* pursuant to paragraph F. of this Article.

E. The Government shall determine and include in *total interim study costs* any costs incurred by the Non-Federal Sponsor for *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions*, subject to the conditions and limitations of this paragraph. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total interim study costs* for *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions*.

1. Acceptance by the Government of *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* shall be subject to a review by the Government to verify that all economic, engineering, real estate, and environmental analyses or other items performed or provided as *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* are accomplished in a satisfactory manner and in accordance with applicable Federal laws, regulations, and policies, and to verify that all analyses, services, materials, supplies, and other in-kind services provided as *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* are necessary for the *Interim Study*.

2. The Non-Federal Sponsor's costs for *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* that may be eligible for inclusion in *total interim study costs* pursuant to this Agreement shall be subject to an audit in accordance with Article VI.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs.

3. The Non-Federal Sponsor's costs for *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* that may be eligible for inclusion in *total interim study costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions* are provided and the time the costs are included in *total interim study costs*.

4. The Government shall not include in *total interim study costs* any costs for *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

5. The Government shall not include in *total interim study costs* any costs for *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* in excess of the Government's estimate of the costs of the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions* if the services, materials, supplies, and other in-kind services had been provided by the Government.

6. The Government shall not include in *total interim study costs* any costs for *pre-Agreement in-kind contributions* that exceed \$500,000.

F. The Government, in accordance with this paragraph, shall afford credit toward the amount of funds determined in accordance with paragraph C.1.a. and paragraph D.1. of this Article for the costs of the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions* determined in accordance with paragraph E. of this Article. The total amount of credit for *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* first shall be afforded toward the amount of funds determined in accordance with paragraph C.1.a. of this Article. If the amount of credit afforded exceeds the amount of funds determined in accordance with paragraph C.1.a. of this Article, the remaining portion of credit to be afforded shall be afforded toward the amount of funds determined in accordance with paragraph D.1. of this Article. However, the maximum amount of credit that can be afforded for both the *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* shall not exceed the least of the following amounts as determined by the Government: the amount of funds determined in accordance with paragraph C.1.a. and paragraph D.1. of this Article; the costs of the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions* determined in accordance with paragraph E. of this Article; or 50 percent of *total interim study costs*. Further, in no event shall the credit afforded for *pre-Agreement in-kind contributions* exceed \$500,000.

G. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement of any costs of *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* that exceed the amount of credit afforded for the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions* determined in accordance with paragraph F. of this Article. The Non-Federal Sponsor shall be responsible for 100 percent of all costs of *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* that exceed the amount of credit afforded.

H. Upon conclusion of the *period of study*, the Government shall conduct an accounting, in accordance with Article IV.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

I. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Interim Study* under this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

J. This Agreement shall not be construed as obligating either party to implement a project. Whether the Government supports a project authorization, if authorization is required, and budgets for implementation of the project depends upon, among other things, the outcome of the *Interim Study* and whether the proposed solution is consistent with the Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies and with the budget priorities of the Administration.

### ARTICLE III - STUDY COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Study Coordination Team. Thereafter, the Study Coordination Team shall meet regularly until the end of the *period of study*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Study Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Study Coordination Team informed of the progress of the *Interim Study* and of significant pending issues and actions, and shall seek the views of the Study Coordination Team on matters that the Study Coordination Team generally oversees.

C. Until the end of the *period of study*, the Study Coordination Team shall generally oversee the *Interim Study*, including matters related to: plan formulation and evaluation, including applicable economic, engineering, real estate, and environmental analyses; scheduling of reports and work products; independent technical review and other review processes required by the Government; external peer review, if required; completion of all necessary environmental

coordination and documentation; contract awards and modifications; contract costs; the Government's cost projections; the performance of and scheduling for the *post-Agreement in-kind contributions*; determination of anticipated future requirements for real property and relocation requirements and performance of operation, maintenance, repair, rehabilitation, and replacement of the proposed project including anticipated requirements for permits; and other matters related to the *Interim Study*. This oversight of the *Interim Study* shall be consistent with the *PMP*.

D. The Study Coordination Team may make recommendations to the District Engineer on matters related to the *Interim Study* that the Study Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Study Coordination Team. The Government, having the legal authority and responsibility for performance of the *Interim Study* except for the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions*, has the discretion to accept or reject, in whole or in part, the Study Coordination Team's recommendations. On matters related to the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions*, that the Study Coordination Team generally oversees, the Study Coordination Team may make recommendations to the Non-Federal Sponsor including suggestions to avoid potential sources of dispute. The Non-Federal Sponsor in good faith shall consider the recommendations of the Study Coordination Team. The Non-Federal Sponsor, having the legal authority and responsibility for the *pre-Agreement in-kind contributions* and the *post-Agreement in-kind contributions*, has the discretion to accept or reject, in whole or in part, the Study Coordination Team's recommendations except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, or local laws or regulations.

E. The Non-Federal Sponsor's costs of participation in the Study Coordination Team shall be included in *total interim study costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article VI.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Study Coordination Team shall be included in *total interim study costs* and shared in accordance with the provisions of this Agreement.

#### ARTICLE IV - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, the contributions provided by the parties, the costs included in *total interim study costs* for the *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* determined in accordance with Article II.E. of this Agreement, and the credit to be afforded for the *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* pursuant to Article II.F. of this Agreement.

1. As of the effective date of this Agreement, *total interim study costs* are projected to be \$1,740,000; the amount of funds determined in accordance with Article II.C.1.a. of this Agreement is projected to be \$833,000; the costs included in *total interim study costs* for the *pre-Agreement in-kind contributions* determined in accordance with Article II.E. of this

Agreement are projected to be \$500,000; the costs included in *total interim study costs* for the *post-Agreement in-kind contributions* determined in accordance with Article II.E. of this Agreement are projected to be zero; the credit to be afforded for the *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* pursuant to Article II.F. of this Agreement is projected to be \$500,000; the Non-Federal Sponsor's contribution of funds required by Article II.C.1.b. of this Agreement is projected to be \$333,000; and the *non-Federal proportionate share* is projected to be 19 percent. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By the 30<sup>th</sup> day of September, 2009, and by each quarterly anniversary thereof until the conclusion of the *period of study* and resolution of all relevant claims and appeals, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total interim study costs*; *study costs to be shared during the period of study*; the amount of funds determined in accordance with Article II.C.1.a. of this Agreement; the Non-Federal Sponsor's contribution of funds required by Article II.C.1.b. of this Agreement; *excess study costs*; the amount of funds determined in accordance with Article II.D.1. of this Agreement; the Non-Federal Sponsor's contribution of funds required by Article II.D.2. of this Agreement; the costs included in *total interim study costs* for the *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* determined in accordance with Article II.E. of this Agreement; the credit to be afforded for the *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* pursuant to Article II.F. of this Agreement; the total contribution of funds required from the Non-Federal Sponsor for the upcoming contract and upcoming *fiscal year*; and the *non-Federal proportionate share*.

B. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.C.1.b. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 90 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for work on the *Interim Study* or commencement of work on the *Interim Study* using the Government's own forces, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor to meet: (a) the *non-Federal proportionate share of financial obligations to be shared during the period of study* incurred prior to the commencement of the *period of study*; (b) the projected *non-Federal proportionate share of financial obligations to be shared during the period of study* to be incurred for such contract; and (c) the projected *non-Federal proportionate share of financial obligations to be shared during the period of study* using the Government's own forces through the first quarter. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to "FAO, USAED, WALLA WALLA & G4" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an

irrevocable letter of credit acceptable to the Government for such required funds, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. Thereafter, until the work on the *Interim Study* is complete, the Government shall notify the Non-Federal Sponsor in writing of the funds the Government determines to be required from the Non-Federal Sponsor, and the Non-Federal Sponsor shall provide such funds in accordance with the provisions of this paragraph.

a. The Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the scheduled date for issuance of the solicitation for each remaining contract for work on the *Interim Study*, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the projected *non-Federal proportionate share of financial obligations to be shared during the period of study* to be incurred for such contract. No later than such scheduled date, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

b. The Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of each quarter in which the Government projects that it will make *financial obligations to be shared during the period of study* using the Government's own forces, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the projected *non-Federal proportionate share of financial obligations to be shared during the period of study* using the Government's own forces for that quarter. No later than 30 calendar days prior to the beginning of that quarter, the Non-Federal Sponsor shall make the full amount of such required funds for that quarter available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary, when considered with any credit the Government projects will be afforded for the *pre-Agreement in-kind contributions* and *post-Agreement in-kind contributions* pursuant to Article II.F. of this Agreement, to cover: (a) the *non-Federal proportionate share of financial obligations to be shared during the period of study* incurred prior to the commencement of the *period of study*; and (b) the *non-Federal proportionate share of financial obligations to be shared during the period of study* as *financial obligations to be shared during the period of study* are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's share of such financial obligations for the current contract or to cover the Non-Federal Sponsor's share of such financial obligations for work performed using the Government's own forces in the current quarter, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon conclusion of the *period of study* and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total interim study costs*, *study costs to be shared during the period of study*, and *excess study costs*. In addition, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsor's total required share of *study costs to be shared during the period of study* exceeds the Non-Federal Sponsor's total contributions provided thereto, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, WALLA WALLA & G4" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsor for *study costs to be shared during the period of study* exceed the Non-Federal Sponsor's total required share thereof, the Government, subject to the availability of funds and as limited by Article II.G. of this Agreement, shall refund or reimburse the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

3. Should the final accounting show that the Non-Federal Sponsor's total required share of *excess study costs* exceeds the Non-Federal Sponsor's total contributions provided thereto the Non-Federal Sponsor, within the applicable time frame described below, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, WALLA WALLA & G4" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

a. If the project or project modification that is the subject of this *Interim Study* will require further Congressional authorization to implement the recommended plan and:

i. the project or project modification is authorized for construction – then the payment shall be made no later than the date on which a Project Partnership Agreement is entered into for the project or project modification; or

ii. the project or project modification is not authorized for construction within 5 years after the date of the final Report of the Chief of Engineers concerning the project or project modification – then the payment shall be made no later than 5 years after the date of the final Report of the Chief of Engineers; or

iii. the *Interim Study* is terminated and the project or project modification is not authorized for construction - then the payment shall be made no later than 2 years after such termination date.

b. If the project or project modification that is the subject of this *Interim Study* will not require further Congressional authorization to implement the recommended plan, then the payment shall be made:

i. no later than the date on which a Project Partnership Agreement is entered into for the project or project modification; or

ii. no later than 5 years after the date the decision document is duly approved by the Government; or

iii. no later than 2 years after the date of the termination of the *Interim Study*, whichever is earliest.

## ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any 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. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

## ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the

extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by OMB Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Interim Study* shall be included in *total interim study costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total interim study costs* and shared in accordance with the provisions of this Agreement.

#### ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto and Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

#### ARTICLE VIII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

## ARTICLE IX - TERMINATION OR SUSPENSION

A. Prior to conclusion of the *period of study*, upon 30 calendar days written notice to the other party, either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until either the Government or the Non-Federal Sponsor elects to terminate this Agreement.

B. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of performance of the *Interim Study* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Interim Study*.

C. In the event the Government projects that the amount of Federal funds the Government will make available to the *Interim Study* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Interim Study* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total interim study costs* that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Interim Study* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Interim Study*, future performance under this Agreement shall be suspended. Such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total interim study costs* the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

D. In the event that this Agreement is terminated pursuant to this Article, the parties shall conclude their activities relating to the *Interim Study* and conduct an accounting in accordance with Article IV.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Interim Study* and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.C.1.b. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications. Upon termination of this Agreement, all data and information generated as part of the *Interim Study* shall be made available to the parties to the Agreement.

E. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date

on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

#### ARTICLE X - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:  
Idaho Water Resource Board  
Attn: Chairman  
322 East Front Street  
P. O. Box 83720  
Boise, ID 83720-0098

If to the Government:  
U.S. Army Corps of Engineers  
Walla Walla District, Attn: CENWW-PM  
201 North 3<sup>rd</sup> Avenue  
Walla Walla, WA 99362

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

#### ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

#### ARTICLE XII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

IDAHO WATER RESOURCE BOARD

By: 

By: 

Lieutenant Colonel Michael J. Farrell  
US Army Corps of Engineers

Terry Uhling, Chairman  
Idaho Water Resource Board

Date: 29 MAY 2009

Date: 5-29-09

CERTIFICATE OF AUTHORITY

I, Lawrence G. Wasden, do hereby certify that I am attorney general for the State of Idaho, that the Idaho Water Resource Board 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 Idaho Water Resource Board in connection with the interim feasibility study for the Lower Boise River Feasibility Study, that the person who has executed this Agreement on behalf of the Idaho Water Resource Board has acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this  
28th day of MAY 2009.

BY: John W. Wasden, Deputy Attorney General  
for  
Lawrence G. Wasden  
Idaho Attorney General



## 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 31 U.S.C. 1352. 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.

By:   
Terry Uhling  
Chairman, Idaho Water Resource Board

Date: 5-29-09



**ATTACHMENT TO FCSA**

**Lower Boise River Basin Interim Feasibility Study  
Project Management Plan**



## PROJECT MANAGEMENT PLAN BOISE RIVER BASIN INTERIM FEASIBILITY STUDY

### 1. INTRODUCTION

The Lower Boise River flows through Ada and Canyon Counties in southwest Idaho. These counties have experienced rapid growth over the past several decades, and land use is changing from agricultural to urban. The area has not experienced any severe flooding since the 1940's and the upstream dams provide a false sense of security. Significant development in the river corridor and population growth has resulted in renewed interest in flood control and water supply. Water users rely on both groundwater and surface water in the Boise River basin. Concerns about long-term water supply are driven in part by evidence of localized declines in groundwater within the valley and an expectation that demand for additional domestic, commercial, municipal, and industrial water supplies will be significant in the future. Interest has also been expressed in environmental restoration to include habitat preservation as well as aesthetics and recreation along the Boise River.

The U.S. Army Corps of Engineers (Corps) and the Idaho Water Resource Board (IWRB) are partnering on a Boise River Interim Feasibility Study of new surface water storage to address current and future water supply needs and flood risk in the Treasure Valley and Lower Boise River basin. The Boise River Interim Feasibility Study phase will document existing conditions, describe existing flood risks, and assess surface water storage potential. The evaluation of surface water storage will build upon the Bureau of Reclamation's (Reclamation) *Boise/Payette Water Storage Assessment Report* completed in July 2006. A project management plan for a feasibility study that will evaluate comprehensive solutions to ecosystem restoration, flood risk management, and water supply and storage problems in the Boise River basin will also be developed.

### 2. STUDY SPONSOR

The IWRB has agreed to be the non-Federal sponsor (Sponsor) and cost share the Interim Feasibility Study with the Corps' Walla Walla District. The Idaho Department of Water Resources (IDWR) will provide project coordination and other staffing assistance on behalf of the IWRB.

The 2008 Idaho Legislature directed the IWRB to develop a plan to both manage existing ground and surface water resources in the Lower Boise River basin, and to meet future demands. As a result, the IWRB has initiated the Treasure Valley Comprehensive Aquifer Management Plan (CAMP) to address water supply and demand issues projected 50 years into the future. The Treasure Valley CAMP process will include a series of technical studies to characterize the surface and groundwater resources, and planning activities to integrate technical information with an assessment of current and projected future water supply, uses and constraints. The plan is intended to integrate strategies which will lead to sustainable water supplies and optimum use of basin water resources. The Boise River Basin Interim Feasibility Study is one of the technical studies associated with the Treasure Valley CAMP designed to provide refined information regarding water storage potential in the Boise River drainage.

The cost of the Interim Feasibility Study will be shared equally (50/50) between the Federal government and the non-Federal Sponsor. The IWRB has requested credit for in-kind work previously performed in association with its *Lower Boise River Comprehensive Basin Plan - Draft* (2003) and the opportunity to receive credit for additional work performed during the

Interim Feasibility Study. The Interim Feasibility Study in-kind service components have been negotiated and agreed upon between the Corps and the Sponsor as part of the development of this Project Management Plan (PMP), are documented in this PMP, and are reflected in a Feasibility Cost Share Agreement (FCSA) between both parties.

### 3. STUDY AUTHORITIES

#### Corps

This study is authorized by Section 414, Water Resources Development Act (WRDA) of 1999 which reads:

*“The Secretary shall conduct a study to determine the feasibility of undertaking flood control on the Boise River in Boise, Idaho.”*

The study is also authorized by a resolution passed by the Senate Committee on Public Works (Upper Snake River and Tributaries), on 19 March 1954.

Additional authorization is provided through Section 4038 of the WRDA of 2007:

*“The study for flood control, Boise River, Idaho, authorized by section 414 of the Water Resources Development Act of 1999 (113 Stat. 324), is modified—*

*(1) to add ecosystem restoration and water supply as project purposes to be studied; and*

*(2) to require the Secretary to credit toward the non-Federal share of the cost of the study the cost, not to exceed \$500,000, of work carried out by the non-Federal interest before the date of the partnership agreement for the project if the Secretary determines that the work is integral to the project.”*

#### IWRB

The IWRB's study authority is provided by the following House Bills and Memorial passed and approved by the 2008 Idaho Legislature:

- House Bill 428 directed the IWRB to conduct the statewide comprehensive aquifer planning and management effort, including the necessary technical studies.
- House Bill 644 created the Aquifer Planning and Management Fund and provided funding to carry out the statewide comprehensive aquifer planning and management effort.
- House Joint Memorial Bill No. 8 encouraged the IWRB, in coordination with other public and private entities, to initiate and complete the study of additional water storage projects in the state of Idaho including, but not limited to, the study of Twin Springs Dam in the Boise River drainage.

### 4. STUDY AREA

The study area is located on the Boise River in the vicinity of Boise, Idaho. The Boise River is a tributary of the Snake River located entirely in Idaho. It is a snow-fed river with high flows in late spring/ early summer months resulting from melting snowpack. The lower river flows a distance of approximately 64 miles from Lucky Peak Dam to the confluence with the Snake River and drops approximately 650 feet in elevation over this distance. Cities and towns within the basin include Boise, Garden City, Meridian, Eagle, Star, Nampa, Middleton, Caldwell, Notus, and Parma. These cities and towns lie within Ada and Canyon Counties.

There are three dams and reservoirs on the Boise River upstream of the city of Boise: the Corps' Lucky Peak and Reclamation's Arrowrock and Anderson Ranch. These facilities were

built between 1915 and 1955 and are operated jointly for flood control and irrigation storage. A series of non-continuous non-Federal levees line the Boise River below Lucky Peak Dam, the lowermost of the three dams, through developed areas in the cities of Boise, Garden City, Eagle, and Caldwell within Ada and Canyon counties. Although the reservoir system provides significant flood protection, reducing the 100-year natural discharge from 41,000 cubic feet per second (cfs) to 16,600 cfs, the levees in the cities of Boise and Garden City areas do not provide reliable protection even at this reduced flood level. Damages start to increase at about 7500 cfs and increase sharply as flows exceed 10,000 cfs. Several emergency flood fights and rehabilitation projects have been completed since the 1970's. The channel through Boise is a sensitive environmental zone that makes channel and levee improvements and maintenance difficult.

## **5. PROJECT MANAGEMENT PLAN (PMP) PURPOSE**

As noted in the FCSA between the Corps and IWRB at Article I.J., and elsewhere, this PMP guides the performance of the Interim Feasibility Study. The PMP was developed as a tool to organize and manage the development and completion of the Interim Feasibility Study, and defines and documents the assumptions, scope of work, tasks, products, and the level of detail required for the report. The PMP is the basis for obtaining agreement on study goals and expectations, developing a plan to manage the study to meet those goals and expectations, establishing good communications, defining the study scope, and defining the resources needed to complete the study. The PMP includes the following:

- Study tasks and responsibility for their accomplishment.
- The estimated cost of individual study tasks and total study cost, including the negotiated cost of work items to be accomplished by Sponsor as in-kind services.
- The schedule of performance and milestones.

The PMP is a working document and is expected to be revised/modified as needed throughout the study process. It is intended to compliment any local efforts. Any necessary changes in project scope, schedule, costs and non-Federal contributions will be mutually agreed upon by both the Corps and the IWRB.

## **6. STUDY PROCESS**

General Investigation (GI) studies are conducted in two phases in accordance with WRDA of 1986: the reconnaissance phase and the feasibility phase.

A reconnaissance study, completed with full Federal funding, determines whether or not planning to develop a project should proceed to a more detailed feasibility study. The *Lower Boise River and Tributaries, Idaho Reconnaissance Study*, dated May 1995 identified several proposals for feasibility-level studies but was put in an inactive status due to lack of local sponsorship. Recent interest from the IWRB led to the development of this PMP for an interim feasibility level study.

The purposes of this interim feasibility phase are:

- To review the 12 water storage sites for the Boise River basin identified in Reclamation's *Boise/Payette Water Storage Assessment Report* (July 2006).
- To identify advantages and disadvantages of these storage sites and any new sites identified by the IWRB, IDWR and its stakeholders.

- To perform a more thorough analysis of costs associated with the identified storage sites.
- To develop a recommended short list of storage suboptions to carry forward for further analysis. For each of the recommended suboptions, the study will summarize potential costs and schedules, develop 15 percent engineering designs, identify social and environmental constraints, and identify any issues that will require additional analysis.
- To identify public safety issues and how the recommended suboptions could address public safety.
- To develop a plan forward for a multipurpose (i.e. water supply, ecosystem restoration, recreation, and/or flood risk management) feasibility study which includes steps necessary to comply with the National Environmental Policy Act (NEPA) requirements and all other relevant laws and regulations, including the Endangered Species Act (ESA) and Clean Water Act (CWA), and identifies steps necessary to estimate costs and benefits and perform an incremental cost and benefit analysis to a level of detail suitable for feasibility level analysis.

## 7. REGIONAL CONSIDERATIONS

The study will consider previous and ongoing regional efforts including but not limited to those by Reclamation, U.S. Geological Survey (USGS), local communities, flood control districts, drainage districts, irrigation districts, the University of Idaho Ecohydraulics, Idaho Rivers United, Total Maximum Daily Load (TMDL) requirements, and other state and local organizations.

## 8. PROBLEMS IDENTIFIED TO DATE

A reconnaissance report was completed in 1995 and identified several problems and potential alternatives. Additional concerns have been raised by various stakeholders since that time. Identified issues included:

### Flood risk:

- Upstream projects provide controlled flood protection for a regulated flood with a recurrence interval of only about once in 26 years, measured along the flood-prone areas downstream of the City of Boise. This represents a regulated flow of about 7200 cfs.
- Minimum additional upstream storage volume required to reduce risk is estimated at 50,000 acre-feet.
- Storage space required to reduce flood risk significantly is 200,000 acre-feet.
- Recent flows exceeding 7,200 cfs occurred in 1983, 1986, 1997, 1998, 2006, and 2008. Significant residential and commercial development has occurred in and around the floodplain since the 1998 peak flow of 8,350 cfs.
- Several Boise River bridge crossings which are critical to emergency management and normal transportation are at risk for damage, flood water overtopping, or for trapping debris during high flow conditions.
- There is a need for the local communities to develop a comprehensive floodplain management plan to properly manage encroachment on the floodplain.

### Water supply:

Growth projections and climate change indicate a need to identify additional water for municipal and industrial purposes while continuing to meet agricultural irrigation, flow augmentation and other needs.

Environmental restoration: The environmental degradation that has taken place along the Boise River is a concern. Regulation of flows by upstream dams and development in the Lower Boise River Basin has resulted in a measured loss of fish and wildlife resources. Degradation of the black cottonwood trees along the river is of concern because the trees provide habitat for wintering bald eagles, great blue heron rookeries, and flood storage capacity.

Water quality: The water released from Lucky Peak Dam is of high quality but degradation occurs as it flows downstream. Local stakeholders and agencies are working together to determine the best management practices to improve water quality to meet State standards.

The Interim Feasibility Study will focus on water supply issues and initiate analysis of flood risks. Other identified issue areas will be studied in depth during the Feasibility Study (the next study phase).

## **9. TASKS AND ANALYSES**

The following describes tasks associated with the Interim Feasibility Study. Attachment A provides a baseline scope of work by organization.

### **a) Project Development Team (PDT) Kick-off Meeting**

Within one month after execution of the FCSA, the Sponsor's and Corps' PMs and PDT members will schedule a kick-off meeting to discuss study scope, schedule, budget, communication ground rules, and other items to ensure the success of the study. This PMP assumes that the meeting will occur in Walla Walla to minimize travel and per diem costs for Corps' PDT team members.

### **b) Literature Review**

The Corps, working with the Sponsor, will conduct an extensive literature review to identify and obtain existing reports and data that will be used in the analyses described here. Information obtained will include reports, databases, spreadsheets, and GIS files.

### **c) Existing Conditions / Preliminary Plan Formulation**

#### Floodplain mapping:

The Corps' Hydrology section or its contractor will produce a revised floodplain model using green LiDAR data and GIS technology to define the extent of the floodplain. The mapped area will be the Boise River reach from Barber Dam to approximately the flow divide at the head of Eagle Island. This information will assist in developing flood damage estimates and quantifying benefits for proposed upstream water storage / flood control facilities (See Section 9.d., Flood Damage and Economic Analysis). Cross sections will be developed so that dam break modeling can be accomplished in a future phase. (This modeling has the capability to be used both for the steady flow computations for flood damages with recurrence intervals and dam break modeling with unsteady flows.) The current effective FEMA floodplain map will be relied upon for areas outside of this reach.

#### Preliminary Plan Formulation:

The Corps will conduct a literature review and obtain input from stakeholders to define existing conditions and assemble other plan formulation components that will be used for assessment of water storage sites and for plan formulation during the later Feasibility Study phase. A written description will be prepared that will:

- Identify problems and opportunities.
- State specific planning objectives and constraints.
- Describe existing conditions and the future without project conditions.

(Planning objectives are statements that describe the desired results of the planning process by resolving problems and taking advantage of identified opportunities. Constraints are restrictions that limit the planning process such as resource, legal and policy constraints. The existing conditions inventory will focus on resources relevant to the problems and opportunities identified in the planning area (potentially involving physical, demographic, economic, social, environmental resources, etc.) and reflect conditions at the time the study is conducted. Future without project conditions is a forecast of conditions expected during the period of analysis and provides the basis from which alternative plans are formulated and impacts are assessed.)

Specific to the water supply initiative this task will

- Identify issues that need to be resolved in the water supply analysis.
- Identify screening criteria.

Much of this information is contained in the *Lower Boise River Comprehensive Basin Plan – Draft* (2003), *Boise/Payette Water Storage Assessment Report* (2006), the *Lower Boise River and Tributaries, Reconnaissance Study* (1995), and the *Treasure Valley Future Water Demand Study* (being performed concurrently through the Treasure Valley CAMP process). Stakeholder input will be required to verify and update information.

#### **d) Flood Damage and Economic Analysis**

The Corps will conduct a hydraulic, social, and economic analysis to map and estimate existing flood damage values for various estimated flood heights which will be used to screen water storage sites.

Data collection and analysis will include:

- Research existing studies, historical flood damages, and current socio-economic conditions. Gather usage data, income, and historical data. Estimate development and potential development within the affected area.
- Analyze current and potential future land uses. Estimate the effects of storage options on land use.
- Conduct field inventory and general category information for residential, commercial, industrial, infrastructure, and other uses.
- Gather data on roads, highways, bridges, recreation facilities, sewage, and water plants.
- Gather vehicle usage data. Estimate impacts to transportation.
- Estimate emergency impacts.
- Update existing flood damage curves.
- Analyze floodplain data and compute estimate of damages prevented by water storage sites in reaches not covered by existing data.
- Estimate Average Annual Damages prevented for each storage suboption not previously eliminated from consideration.
- Combine existing and new damage estimates to compute damages prevented by water storage suboptions.

Estimated flood damages prevented and social/economic impact estimates will be documented in writing and go through an Agency Technical Review (ATR).

**e) Water Storage Analysis**

The Corps will conduct an analysis for the 12 storage sites listed below as identified in the *Boise/Payette Water Storage Assessment Report* at Table 3-5.

- Alexander Flats
- Anderson Ranch
- Arrowrock
- Barber Flats
- Dunnigan Creek
- Firebird
- Grimes Creek
- Indian Creek – Mayfield
- Krall Mountain
- Lucky Peak
- Rabbit Creek
- Twin Springs

**(1) Preliminary Site Investigations**

Preliminary site investigations will result in the collection of information to assist in a screening analysis to narrow down the 12 sites to three suboptions. The screening analysis will be multi-disciplinary and will include hydrologic, geologic, environmental, socio-economic, and other information. Hydrologic analysis will include an estimate of approximate storage requirements to support several levels of flood protection. Yield and refill reliability information will use the modeled data produced during the *Boise/Payette Water Storage Assessment Report*. Parametric cost estimates will be developed for each site. Investigation will include a cursory level analysis of the potential range of hydropower generation for the 12 sites.

The Corps will collaborate with the Sponsor to identify the appropriate screening criteria and collect the necessary information to conduct the analysis. Preliminary site investigations will include site visits.

**(2) Screen Sites**

Information gathered during the preliminary site investigations will be used to conduct a screening analysis to reduce the 12 sites to three suboptions that will be examined in greater detail. Screening criteria used will evaluate the sites' ability to meet project objectives and avoid constraints.

The Treasure Valley CAMP process will include a study of future water demands, an evaluation of climate change impacts on water supply, and studies of the basin's hydrogeologic framework and groundwater recharge to further identify potential problems and strategies for long-term water management in the basin. Results from the Treasure Valley Future Water Demand Study will be used to identify the volume of water required to meet future water supply demands and will assist in the screening analysis of the water storage sites.

A written narrative of the screening criteria and process will be prepared. The Corps will collaborate with the Sponsor and stakeholders to review and receive comment on initial screening results before moving forward to an analysis of the final three suboption.

**(3) Remaining Three Suboptions Analysis**

*Hydrology and Hydraulic Analyses:* Hydrologic analysis will include climatology, revised flood frequencies without project, storage required to support level of flood protection, and rough operations plans. Modeled MODSIM output used to determine refill capacity

for the *Boise/Payette Water Storage Assessment Report* will be reviewed and revised, if needed, based on the rough operations plans developed for each suboptions.

*Post-project flood mapping:* Rough future regulation plans will be developed and used to map approximate post-project flooding in the Lower Boise River valley for damage centers downstream to Caldwell.

*Engineering Analysis:* Engineering analysis will involve staff from the Corps' Geotechnical, Structural, Mechanical, and Electrical Sections. The analysis will include fifteen percent (15%) engineering designs and cost estimates for up to three suboptions. Designs and estimates will be developed using geotechnical and geologic information summarized from literature searches. Engineering analysis for the three storage suboptions will outline and define the methods and materials for construction and enumerate all criteria and assumptions. At the interim feasibility level of design, not all load cases are expected to be checked; however, through assumptions and engineering judgment major controlling loads will be determined in order to calculate overall material types, shapes, and sizes. The analysis will also list all design codes, state seismic criteria and factors, and reference the source of all required design criteria.

Existing available topographic information will be used to develop drawings. Concept drawings will show all suboptions and pertinent features for the Interim Feasibility Study. They will include a plan view with sufficient sections and elevations to depict the clear intent of the requirements for the suboption or feature. They will display enough detail to provide quantities and develop a budget estimate. Approximate real estate needs and Area of Principle Effect will also be identified.

*Cost Estimates:* Construction cost estimates will be prepared for the three suboptions using quantities calculated by the Corps. These estimates will be appropriate to make relative comparisons between suboptions but will not be appropriate for seeking construction appropriations from Congress. Land acquisition costs will also be estimated using resources in the Corps Seattle District Real Estate Section or contractors.

*Environmental and Social Issues:* The analysis of the three water storage suboptions will include identification of significant environmental and social issues and constraints that will need to be addressed in future study phases.

**f) Interim Feasibility Report / Reviews**

A report and supporting attachments documenting all analyses and findings will be prepared and include, at a minimum, the following information:

- Description of existing conditions, including relevant information from the *Lower Boise River Comprehensive Basin Plan - Draft* (2003).
- Water supply needs, incorporating appropriate information from the Future Water Demand Study developed for the Treasure Valley CAMP (IWRB) (anticipated completion March 2010) and other pertinent studies.
- Water storage requirements to address public safety associated with flood risk management.
- Floodplain inventory.
- Description of alternatives that meet water supply/storage needs.

- Description of criteria and screening analysis used to identify three water storage suboptions for further study.
- Description of the detailed analysis of three water storage suboptions, including preliminary grade designs (15 percent), a summary of potential costs and schedules, and the social and environmental constraints for each option.
- Scope of work required to complete a feasibility study.

The Corps will take the lead in writing, editing, formatting, and reproducing the report. The IWRB and its staff at IDWR will assist with some sections. Technical experts from both agencies will review draft reports.

A draft report will be distributed for public review and comment. An ATR, as described in Section 17, Quality Control, will occur before distributing the report to the public.

**g) Public Involvement**

The partners desire to engage agencies and stakeholders in a collaborative process to address key issues and concerns associated with the Lower Boise River. The stakeholder group convened for the Treasure Valley CAMP process will be utilized, as appropriate, to provide scoping input to the Interim Feasibility Study. Other forums may be used to inform or seek public input about the Interim Feasibility Study, including meetings with agencies and organizations, press releases, and posting information on a study webpage (See Section 19, Communication Plan) requesting public review and comment.

After a draft interim feasibility report is prepared and an ATR completed, it will be published for public review. Public meetings will be scheduled to allow public review of the draft report and to obtain feasibility scoping input. This PMP assumes that two meetings, over two consecutive days, will be scheduled -- one in the Boise area and one located in the Nampa/ Caldwell area. The Sponsor will arrange for and fund the cost for the meeting rooms and will present water supply information.

**h) Project Management (Corps)**

The Corps Project Manager (PM) will provide overall management of activities during the Interim Feasibility Study, including financial management; schedule management; meeting coordination; upward reporting; and coordination and communication with the PDT, Sponsor, agencies, and stakeholders.

**i) Project Management (IWRB)**

The Sponsor's PM will provide overall management of activities for which the Sponsor is responsible and will participate on the PDT. The Sponsor's PM will assist in providing technical information to the Corps that is available to the IWRB and IDWR, and coordinate review and comment among the IWRB, IDWR and its stakeholders on deliverables. The Sponsor's PM will also coordinate with the Corps' PM on other issues that are identified during the Interim Feasibility Study including those related to the scope of work, Sponsor payments, and project scheduling requirements. The Sponsor's PM will assist with setting up locations and the advertisement of public/stakeholder meetings, and creating and presenting information on water supply (present conditions, future and options/actions that could be implemented) in public forums.

**j) Study Closeout Plan**

The Corps' PM will assure that the final Interim Feasibility Study report is printed and distributed to the Sponsor and stakeholders. A limited number of hard copies and CD's will

be made. Two copies will be furnished to the Corps' District library. All data and documentation that aided in analysis and decisions related to policy will be maintained on District servers and hard copies maintained in Planning Branch files. Copies of all documentation will be provided to the Sponsor.

The PMs will assure that all financial accounts are closed out.

A final After Action Review (AAR) will be performed and any 'lessons learned' documented.

## 10. SCHEDULE AND MILESTONES

Major milestones are identified below. The start date and subsequent dates are contingent upon execution of the FCSA by May 2009 and availability of funds. Attachment B provides a more detailed schedule.

Scheduled	Milestone
December 2008	Approval of Integral Determination
May 2009	Execute FCSA /PMP
June 2009	Initiate Interim Feasibility Study
May 2011	Draft Interim Feasibility Study report for Sponsor and ATR Review
September 2011	Draft Interim Feasibility Study report for public review
October 2011	Public Meetings
February 2012	Final Interim Feasibility Study report
March 2012	Close-out Interim Feasibility Study phase

## 11. INTERIM FEASIBILITY STUDY COST ESTIMATE

Estimated costs for the Interim Feasibility Study are based on an analysis of the tasks and work elements to be accomplished by the Corps' Walla Walla District and the Sponsor. Baseline cost estimates are included in this PMP and contain consideration of in-house labor (Corps and Sponsor), estimated travel, production of reports, supervision and administration, and indirect and overhead charges. Attachment B identifies estimated cost by study task.

Total interim study costs are estimated to be \$1,740,000 of which \$870,000 is the Federal cash contribution. The non-Federal Sponsor shall contribute 50 percent of the total study costs. In accordance with authorization provided through Section 4038 of the WRDA of 2007, \$500,000 of the non-Federal share of the total interim study costs is credited for work carried out by the Sponsor before the date of the partnership agreement for the interim study (see Integral Determination of Pre-Agreement Work section below). The remainder of the non-Federal share includes an estimated \$37,000 credit for study coordination to be performed by the Sponsor during the study and \$333,000 Sponsor cash.

### Integral Determination of Pre-Agreement Work (IWRB)

An integral determination of pre-agreement work performed by the Sponsor on the *Lower Boise River Basin Comprehensive Plan - Draft* was completed. The integral determination was approved by the Corps' Northwestern Division (NWD) on December 8, 2008, and found the entire draft plan integral to the Interim Feasibility Study. Had the sponsor not completed the comprehensive plan, the Corps study team would have needed to compile and document the same information in support of the without project condition and the future without project conditions for the multi-purpose study. Credit for the pre-agreement work was determined

through a cost analysis performed by the Corps' Walla Walla District. The analysis considered the costs expended by the Sponsor to complete the draft plan, the independent government estimate completed by the Corps based on their costs to complete said plan, as well as the crediting limits authorized in Section 4038 of WRDA 2007. Based on the crediting analysis, \$500,000 is afforded to the Sponsor for their work on the draft plan and is included in the total project costs of the interim study. This credit is identified as the "pre-Agreement in-kind contribution" in the FCSA.

## **12. MANAGEMENT OF BUDGET AND ACCOUNTING**

As noted earlier, the total estimated study costs of \$1,740,000 are to be shared between the Corps and the Sponsor. The IWRB's 50 percent contribution is comprised of in-kind services provided before execution of the FCSA and PMP, credit for study coordination and public meeting expenses during execution of the FCSA and PMP, and cash. Allocation of pre-Agreement credit, credit for study coordination and public meeting expenses during the study, and cash payments by the Sponsor will be implemented as follows:

- a) The Corps will conduct the first \$500,000 of work using its own funds until it matches the Sponsor's \$500,000 pre-agreement in-kind credit.
- b) The IWRB agrees to provide its funding in advance of the Corps' performance of tasks. Per Article IV.B.1. of the FCSA, the Corps will provide written notification in the form of an invoice 90 days prior to expending \$500,000 of its own funds, requesting the IWRB's 50 percent proportionate share of funds be made available to the Corps to cover work projected for the upcoming six month period. The Corps shall continue to invoice the IWRB biannually for its 50 percent proportionate share unless both parties agree to modify the billing period in accordance with Section 14, Change Management Plan.
- c) Funds contributed by the IWRB will only be used to pay for costs incurred by the Corps associated with completing the tasks described in Section 9 of the PMP.
- d) The IWRB shall remit payments to the Corps by providing an electronic funds transfer or by delivering a check payable to:

FAO, USAED, WALLA WALLA & G4  
Attn: District Engineer  
Walla Walla District, Attn: CENWW-PM  
Walla Walla, WA 99362

- e) The IWRB shall coordinate with the Corps' PM to provide records for credit of services performed during the previous billing period prior to formulation of the next invoice.

Upon execution of the FCSA, the Corps shall provide quarterly progress reports (every three months) to the Sponsor that will

- a) Describe costs and staff days expended, status of ongoing and completed tasks, and accounting of Sponsor credit from previous in-kind work, credit for Sponsor work completed during PMP execution, and cash contributions for the quarter completed.
- b) Describe anticipated work and project costs for the upcoming quarter.

Additional details about billing and payment are described in the FCSA.

### 13. ASSUMPTIONS

The study scope, costs and schedule described in this PMP are based on the following assumptions and constraints.

- Congressional funds will be appropriated in time to maintain the schedule provided as Attachment B. It is anticipated that with a continuous funding stream the Interim Feasibility Study tasks described in this PMP can be accomplished over a 34 month period. Lack of continued funding makes it more difficult to schedule and retain PDT members. If a continuous funding stream is not maintained, schedules costs and budgets will need to be reassessed as described in Section 14, Change Management Plan.
- A screening analysis will be conducted for the 12 storage sites identified in Table 3-5 of the *Boise/Payette Water Storage Assessment Report* and will result in three suboptions identified for further analysis. If additional sites (other than the 12) are identified for screening or the screening analysis identifies more than three suboptions, additional funds and schedule adjustments may be required.
- The budget and schedule reflect analysis of hydropower generation potential for the 12 storage sites during the preliminary site investigation to assist in the screening process. If more extensive analysis is desired for the three selected water storage suboptions, additional funds and schedule adjustments will be required. After the screening analysis is completed, the Corps and Sponsor will discuss whether additional hydropower analysis is desired. Any agreed to changes to scope, budget or schedule will be accomplished in accordance with Section 14, Change Management Plan.
- The Sponsor, cooperating agencies, and stakeholders will provide information and comment in a timely manner as scheduled.
- Public involvement requirements for the Interim Feasibility Study will utilize the stakeholders group convened by the IWRB for the Treasure Valley CAMP. Two public meeting(s) separate from the Treasure Valley CAMP process will occur after a draft Interim Feasibility Study report is completed for the purpose of seeking public review and comment specific to the Interim Feasibility Study.
- Level of effort and duration assumptions for consolidating and addressing public comment on the draft Interim Feasibility Study report assumes a minimal level of effort. If a significant volume of comments are received, additional funds and schedule adjustments may be required.
- Other assumptions may be noted elsewhere in this PMP.

### 14. CHANGE MANAGEMENT PLAN

The PMP documents scope, schedule and budget for the Interim Feasibility Study phase. All additions to scope, and schedule and budget changes will be considered against the need to enhance the original scope to include additional local partnerships. Changes will be coordinated between the Corps and the Sponsor, and the PMP revised to identify any impacts to scope, schedule and budget.

The Corps' PM will monitor physical and fiscal progress of all work required for completion of a product. PDT members are responsible for performing to budget and schedule. Any potential changes should be raised by the PDT as soon as possible in order to evaluate the impacts to the entire study.

Formal evaluation for changed conditions will occur quarterly (every three months). These reviews will provide an opportunity to revise assumed outcomes, scope, cost, and shared funding commitments as appropriate and ensure a favorable outcome. The Corps and the IWRB will review the scope, costs and shared funding commitments in the PMP to determine if modifications are required. Modifications will occur with the mutual consent of both parties and be documented in writing, and signed and dated by both parties.

A Schedule and Cost Change Request (SACCR) will be used to document major schedule or scope changes and cost increases of 10 percent or greater.

#### **15. RISK MANAGEMENT PLAN**

The PDT will take an active approach to risk management. The PDT will communicate any significant concerns related to unusual, unforeseen, undocumented, or potential risks that may arise during the study to the PM. A review of study progress, scope and budget will occur regularly, at a minimum quarterly (every three months), to determine if scope, schedule, or budget changes are required. Specific risks and associated control features will be identified with respect to scope, quality, schedule, and cost during the quarterly reviews.

#### **16. QUALITY MANAGEMENT PLAN**

Quality objectives:

- Meet scheduled milestone dates subject to the availability of funding.
- Meet Sponsor expectations.
- Meet stakeholders' expectations.
- Monitor and address input from internal and external stakeholders.
- Perform independent and peer reviews at appropriate times and consider all review comments.

#### **17. QUALITY CONTROL PLAN**

An ATR will be conducted on the interim feasibility study report prior to completion. The review will focus on compliance with current planning and environmental guidelines and legislation. The team will be selected on the basis of having the proper knowledge, skills, and experience to perform the task. The Corps proposes including technical expertise from Reclamation, the IWRB, and IDWR in the independent technical reviews to ensure that the technical work and products from economics, engineering, cost estimating, and other disciplines produce a quality product consistent with applicable guidance and regulations.

#### **18. ACQUISITION PLAN**

The Corps may identify tasks best performed by contract support and has existing contracts in place through the Planning Branch or Engineering and Design Branch to execute these activities.

Floodplain mapping using Green LiDAR data is anticipated to be completed by a contractor.

## 19. COMMUNICATION PLAN

### a) External

The partners desire to engage agencies and stakeholders in a collaborative process to address key issues and concerns associated with the Lower Boise River.

In conjunction with the Treasure Valley CAMP effort, the Corps and IWRB will develop a list of stakeholders, agencies and interest groups at the beginning of the study and will continue to update the list throughout the study. The stakeholders group convened as part of the Treasure Valley CAMP process will be utilized as appropriate to provide scoping input to the Interim Feasibility Study. It is anticipated that several stakeholder and agency meetings will be held throughout the study process.

The Corps will set up a Boise River Interim Feasibility Study webpage to provide public access to study information and key documents. The Corps will be responsible for maintaining the webpage. In addition, information regarding the Interim Feasibility Study's connection with the Treasure Valley CAMP process will be maintained on the IDWR website.

Two public meetings will be held to provide opportunity for public review and comment on the draft interim feasibility study report.

### b) Internal

*Information management and records:* All documents will be produced using Microsoft (MS) Office including, MS Word and Excel and, when transmitted electronically, will be in either \*.doc or \*.pdf format. Project schedules will be developed using MS Project.

*Project Delivery Team:* The PDT will consist of technical study team members within the Corps, any contract support, and team members identified by the IWRB.

All team members shall support efficient and accessible project communications and specifically support the necessary team meetings. Effective communications are key to the execution of this study. Communication among team members will consist of both formal team meetings and informal day-to-day interaction. E-mail is encouraged as the primary means of written communication among all team members.

Team meetings will be held as needed to discuss study schedule, work requirements, and findings. Team meetings may consist of conference calls to help reduce travel expenses. All significant meetings, e-mails, and phone calls will be documented with memos and/or shared by e-mail with the PDT. The PDT is encouraged to hold open, frank discussions with the PM, sponsor, and other members.

### c) Corps and Partner

The PMs for the Corps and the IWRB will serve as the central point of communications for day-to-day activities and coordination between the agencies.

The Corps and IWRB will establish an executive committee made up of the Corps Deputy District Engineer, the Corps Chief of Planning, the Corps Project Manager, and on behalf of the IWRB, the IDWR Planning Bureau Chief, IDWR Project Manager, and the IDWR Technical

Services Administrator. This committee will meet quarterly to discuss study progress and budget. The PDT will present any recommendations to the executive committee.

## **20. GEOSPATIAL DATA MANAGEMENT**

The Corps has a requirement for a geospatial data management plan with all projects. Corps Geographical Information System (GIS) technologies will be integrated into all activities as appropriate and will assist the team in their analysis and modeling of resource issues related to alternatives development, baseline inventories, and assessment of “with” and “without” project conditions. The information will be available on the Corps’ website. IDWR will provide available GIS resources as necessary.



**ATTACHMENT A**  
**Baseline Scope of Work by Organization**

**Project Management, CENWW-PM-PD**

- Provide leadership of project and Product Development Team (PDT).
- Coordinate with Resource Providers, Divisions and Branch Chiefs.
- Interface/Coordination with customer.
- Provide budget management and oversight for project.
- Brief management on project status.

**Plan Formulation, CENWW-PM-PD-PF**

- Identify problems and opportunities, planning objectives and constraints.
- Develop existing conditions and future without.
- Conducts storage screening analysis working with PDT.
- Address ATR comments.
- Assist in writing, editing and formatting interim feasibility report.
- Assist with public involvement.
- Conduct flood damage/economic analysis.
- Assist in preparing PMP for feasibility study.

**Environmental, CENWW-PM-PD-EC**

- Identify environmental constraints associated with 12 storage sites.
- Review and contribute as needed to existing conditions discussion.
- Prepare discussion of environmental and social constraints associated with three storage suboptions.
- Address ATR comments.
- Assist in preparing PMP for feasibility study.

**Hydrology, CENWW-EC-H**

- Oversee contract for existing conditions floodplain mapping, using green LiDAR.
- Preliminary evaluation of 12 storage sites to include hydropower generation potential.
- Develop hydrologic data, flood frequencies without project, and unit hydrographs.
- Develop preliminary post-project mapping downstream to Caldwell.
- Assist in analysis of three storage suboptions.
- Prepare write-ups of analysis for interim feasibility report.
- Address ATR comments.
- Assist in preparing PMP for feasibility study.

**Engineering, CENWW-EC-D**

- Preliminary evaluation of 12 storage sites.
- Engineering analysis of three storage suboptions.
  - Engineering concepts
  - Calculate quantities for cost estimates
  - Geotechnical analysis
- Prepare write-ups of analysis for interim feasibility report.
- Address ATR comments.
- Assist in preparing PMP for feasibility study.

**Cost Engineering, CENWW-EC-X**

- Assist with preliminary evaluation of 12 storage sites.
- Prepare cost estimates for three storage suboptions.
- Address ATR comments.
- Assist in preparing PMP for feasibility study.

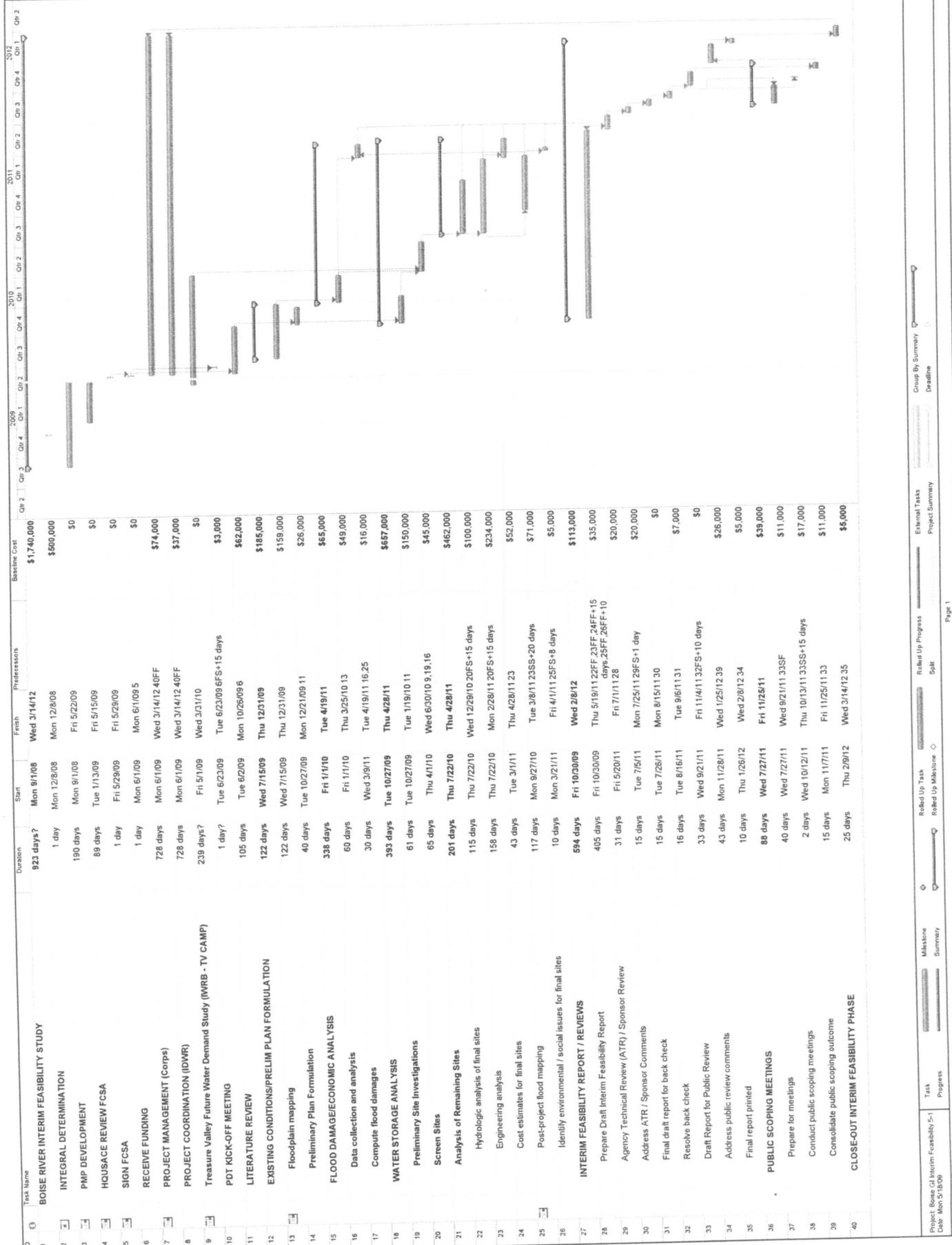
**Real Estate, NWS**

- Assist in preparing cost estimates for land acquisition for three storage suboptions.

**IDWR**

- Provide leadership of project within IDWR.
- Coordinates with the IWRB and IDWR managers.
- Interface/Coordination with the Corps PM.
- Provide budget management and oversight for project.
- Provides technical information to PDT as needed.
- Review and comment on deliverables produced by the PDT.

**ATTACHMENT B**  
**Schedule and Estimated Cost**



ID	Task Name	Duration	Start	Finish	Predecessors	Baseline Cost
1	BOISE RIVER INTERIM FEASIBILITY STUDY	923 days?	Mon 9/1/08	Wed 3/14/12		\$1,740,000
2	INTEGRAL DETERMINATION	1 day	Mon 12/8/08	Mon 12/8/08		\$500,000
3	PMP DEVELOPMENT	190 days	Mon 9/1/08	Fri 5/22/09		\$0
4	HOUSACE REVIEW FCSA	89 days	Tue 1/13/09	Fri 5/15/09		\$0
5	SIGN FCSA	1 day	Fri 5/29/09	Fri 5/29/09		\$0
6	RECEIVE FUNDING	1 day	Mon 6/1/09	Mon 6/1/09 5		\$0
7	PROJECT MANAGEMENT (Corps)	728 days	Mon 6/1/09	Wed 3/14/12 40FF		\$74,000
8	PROJECT COORDINATION (IDWR)	728 days	Mon 6/1/09	Wed 3/14/12 40FF		\$37,000
9	Treasure Valley Future Water Demand Study (IWRB - TV CAMP)	239 days?	Fri 5/1/09	Wed 3/31/10		\$0
10	PDT KICK-OFF MEETING	1 day?	Tue 6/23/09	Tue 6/23/09 6FS+15 days		\$3,000
11	LITERATURE REVIEW	105 days	Tue 6/23/09	Mon 10/26/09 6		\$62,000
12	EXISTING CONDITIONS/PRELIM PLAN FORMULATION	122 days	Wed 7/15/09	Thu 12/31/09		\$185,000
13	Floodplain mapping	122 days	Wed 7/15/09	Thu 12/31/09		\$159,000
14	Preliminary Plan Formulation	40 days	Tue 10/27/09	Mon 12/21/09 11		\$26,000
15	FLOOD DAMAGE/ECONOMIC ANALYSIS	338 days	Fri 1/1/10	Tue 4/19/11		\$65,000
16	Data collection and analysis	60 days	Fri 1/1/10	Thu 3/25/10 13		\$49,000
17	Compute flood damages	30 days	Wed 3/9/11	Tue 4/19/11 16.25		\$15,000
18	WATER STORAGE ANALYSIS	383 days	Tue 10/27/09	Thu 4/28/11		\$657,000
19	Preliminary Site Investigations	61 days	Tue 10/27/09	Tue 11/9/10 11		\$150,000
20	Screen Sites	65 days	Thu 4/1/10	Wed 6/30/10 9.19.16		\$45,000
21	Analysis of Remaining Sites	201 days	Thu 7/22/10	Thu 4/28/11		\$462,000
22	Hydrologic analysis of final sites	115 days	Thu 7/22/10	Wed 12/29/10 20FS+15 days		\$100,000
23	Engineering analysis	158 days	Thu 7/22/10	Mon 2/28/11 20FS+15 days		\$234,000
24	Cost estimates for final sites	43 days	Tue 3/1/11	Thu 4/28/11 23		\$52,000
25	Post-project flood mapping	117 days	Mon 9/27/10	Tue 3/8/11 23SS+20 days		\$71,000
26	Identify environmental / social issues for final sites	10 days	Mon 3/21/11	Fri 4/1/11 25FS+8 days		\$5,000
27	INTERIM FEASIBILITY REPORT / REVIEWS	594 days	Fri 10/30/09	Wed 2/8/12		\$113,000
28	Prepare Draft Interim Feasibility Report	405 days	Fri 10/30/09	Thu 5/19/11 22FF 23FF 24FF+15 days 25FF 26FF+10		\$35,000
29	Agency Technical Review (ATR) / Sponsor Review	31 days	Fri 5/20/11	Fri 7/1/11 28		\$20,000
30	Address ATR / Sponsor Comments	15 days	Tue 7/5/11	Mon 7/25/11 28FS+1 day		\$20,000
31	Final draft report for back check	15 days	Tue 7/26/11	Mon 8/15/11 30		\$0
32	Resolve back check	16 days	Tue 8/16/11	Tue 9/6/11 31		\$7,000
33	Draft Report for Public Review	33 days	Wed 9/21/11	Fri 11/4/11 32FS+10 days		\$0
34	Address public review comments	43 days	Mon 11/28/11	Wed 1/25/12 39		\$26,000
35	Final report printed	10 days	Thu 1/26/12	Wed 2/8/12 34		\$5,000
36	PUBLIC SCOPING MEETINGS	88 days	Wed 7/27/11	Fri 11/25/11		\$39,000
37	Prepare for meetings	40 days	Wed 7/27/11	Wed 9/21/11 33SF		\$11,000
38	Conduct public scoping meetings	2 days	Wed 10/12/11	Thu 10/13/11 33SS+15 days		\$17,000
39	Consolidate public scoping outcome	15 days	Mon 11/7/11	Fri 11/25/11 33		\$11,000
40	CLOSE-OUT INTERIM FEASIBILITY PHASE	25 days	Thu 2/9/12	Wed 3/14/12 35		\$5,000