

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Arrowrock Division, Boise Project, Idaho-Oregon

AMENDMENT OF SUPPLEMENTAL CONTRACT PROVIDING FOR THE
TRANSFER OF THE BOISE RIVER DIVERSION DAM TO THE BOISE PROJECT
BOARD OF CONTROL FOR OPERATION AND MAINTENANCE

THIS AMENDATORY CONTRACT, made this 23rd day of December,
1999, pursuant to the Acts of Congress of June 17, 1902 (32 Stat. 388), and August 13, 1914 (38
Stat. 686), and acts amendatory thereof and supplementary thereto, hereinafter called the Federal
Reclamation Laws, by and among the UNITED STATES OF AMERICA, hereinafter called the
United States, and the BIG BEND IRRIGATION DISTRICT, the BOISE-KUNA IRRIGATION
DISTRICT, the NAMPA & MERIDIAN IRRIGATION DISTRICT, the NEW YORK
IRRIGATION DISTRICT, and the WILDER IRRIGATION DISTRICT, hereinafter called the
Districts, and the BOISE PROJECT BOARD OF CONTROL, the operating agency of the Districts,
hereinafter called the Board of Control,

WITNESSETH THAT:

Explanatory Recitals

1. WHEREAS, the United States of America entered into Contract No. 2-07-10-W0870
(hereinafter called the Contract) on February 19, 1992, with the Districts and Board of Control for the
transfer of operation and maintenance to the Districts of the Boise River Diversion Dam including the
irrigation headworks, dam structure, roller gate, sluice gates, and housing facilities; and

Recital 1

2. WHEREAS, certain extraordinary operation and maintenance activities associated with the Boise River Diversion Dam, including the dam structure, roller gate, and sluice gates, as determined by the Secretary are necessary for the operation of the powerplant at the Boise River Diversion Dam; and

3. WHEREAS, extraordinary operation and maintenance activities are those performed on an infrequent or as-needed basis incurring a significant cost over and above the average annual operation and maintenance expense and have been determined by the Secretary to be necessary for the safety and reliability of the facility; and

4. WHEREAS, it has been determined that Article 7 of the Contract does not adequately describe the responsibility for costs incurred due to extraordinary operation and maintenance activities associated with the Boise River Diversion Dam including the dam structure, roller gate, and sluice gates; and

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

5. Article 7 of the Contract is amended to read as follows:

**Operation and Maintenance of Certain Works Retained
by United States - Operation and Maintenance of
Boise River Diversion Dam**

7. (a) Contracts specified in article 6 of this contract are also hereby amended by adding to the article entitled "Operation and Maintenance of Certain Works Retained by United States - Payment by Board of a Pro Rate Share of Costs of Operation and Maintenance of Retained Works," the following:

"Arrowrock Dam and Reservoir, the Boise River Diversion Dam powerplant, and Anderson Ranch Dam and Reservoir and powerplant shall continue to be reserved works and retained for

operation and maintenance by the United States. Subject to the provisions in Article 7 (b) and 7 (c), the Districts assume all costs of operation and maintenance of the Boise River Diversion Dam including the irrigation headworks, dam structure, roller gate, sluice gates, and housing facilities so transferred to the Board of Control from the United States on December 1, 1991. Water, to lands so entitled, will be delivered by the United States to the Board of Control, as the operating agent of the Districts, at the point immediately on the upstream side of the Boise River Diversion Dam."

(b) When the Diversion Dam powerplant is operated by Reclamation, Reclamation will reimburse the Boise Project Board of Control for fifty percent (.50) of the average daily customary operation and maintenance cost of the Diversion Dam including the dam structure, roller gate, and sluice gates, but excluding any operation and maintenance cost of the irrigation headworks and housing facilities. The reimbursement amount shall be determined based on fifty percent of the estimated annual customary operating cost multiplied by the quotient of the number of days the powerplant is operated, divided by 365 (.50 x estimated annual operating cost x (number of days the powerplant is operated / 365)). Any portion of a 24 hour day the powerplant is operated shall constitute one day.

(c) Reclamation will reimburse the Boise Project Board of Control for fifty percent (.50) of the total cost for certain extraordinary operation and maintenance activities of the Diversion Dam, as determined by the Secretary, to be necessary for the operation of the powerplant, including the dam structure, roller gate, and sluice gates, but excluding any operation and maintenance cost of the irrigation headworks and housing facilities.

(d) This Amendment No. 1 to the Contract shall not be construed to diminish or extinguish any rights the Districts and Board of Control may have which are derived from the operation of the powerplant nor to imply the existence of any such rights.

5. All other provisions of the Contract shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

UNITED STATES OF AMERICA

By J. William McDonald
Regional Director, PN Region
Bureau of Reclamation



BOISE-KUNA IRRIGATION DISTRICT

Attest: E. Page Russell
Secretary

By Carl Korman
President

Attest: Elma Hitty
(SEAL) Secretary

Dale Sillors
President
BIG BEND IRRIGATION DISTRICT

Attest: Daren Coon
Secretary

By Leonard Aschubren
President

(SEAL)

NAMPA-MERIDIAN IRRIGATION DISTRICT

(SEAL)

NEW YORK IRRIGATION DISTRICT

Attest: Charlene Lee
Secretary

By Roy Hollifield
President

(SEAL)

WILDER IRRIGATION DISTRICT

Attest: Diane Paulsen
Secretary

By Alyne J. Sande
President

(SEAL)

BOISE PROJECT BOARD OF CONTROL

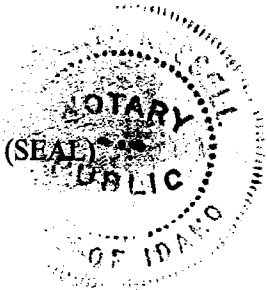
Attest: Justine A. Summit
Secretary

By Steph K. Gamm
President

STATE OF IDAHO)
 : SS
County of Ada)

On this 19th day of August, 1999, before me,
E Faye Russell, a Notary Public, personally appeared
Carl German, known to me to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
as of the day and year first above written.



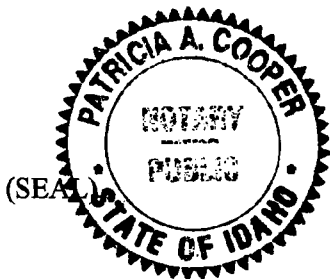
E Faye Russell
Notary Public in and for the
State of Idaho
Residing at: Nampa, Idaho

My commission expires: 5-23-2001

STATE OF IDAHO)
 : SS
County of _____)

On this 10th day of November, 1999, before me,
Leonard Ashenbrenner Patricia Cooper, a Notary Public, personally appeared
Leonard Ashenbrenner, known to me to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
as of the day and year first above written.



Patricia A Cooper
Notary Public in and for the
State of Idaho
Residing at:

My commission expires: 5/10/2001

STATE OF IDAHO)
 : SS
County of ADA)

On this 5 day of OCTOBER, 1999, before me,

CHARLENE ORL, a Notary Public, personally appeared

ROY HOLLIFIELD, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that HE executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

Charlene OrL
Notary Public in and for the
State of Idaho
Residing at: Caldwell

(SEAL)

My commission expires: 10/19/1999

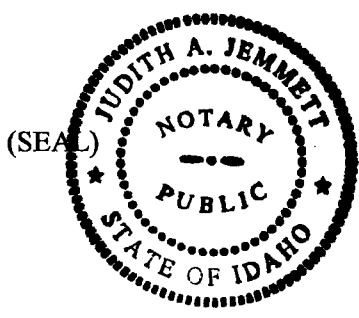
STATE OF IDAHO)
 : SS
County of Ada)

On this 3rd day of November, 1999, before me,

Judith A. Jemmett, a Notary Public, personally appeared

Stephen K. Garman, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



(SEAL)

Judith A. Jemmett
Notary Public in and for the
State of Idaho
Residing at: Caldwell, ID

My commission expires: 6-9-2003

STATE OF IDAHO)
County of Canyon : ss

On this 5th day of October, 19 99, before me,

Diane Paulsen, a Notary Public, personally appeared

Alfred A. Arceda, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



Diane Paulsen

Notary Public in and for the State of Idaho

Residing at: Wildex Idaho

My commission expires: 4-12-05

STATE OF IDAHO)
County of Canyon : ss

On this 15th day of October, 19 99, before me,

Diane Paulsen, a Notary Public, personally appeared

Pedro Sillonis, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



Diane Paulsen

Notary Public in and for the State of Idaho

Residing at: Wildex Ida

My commission expires: 4-12-05

