

RECEIVED

JAN 15 2013

DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**APPLICATION FOR PERMIT**  
To appropriate the public waters of the State of Idaho

Ident. No. 1-10613

1. Name of applicant(s) Idaho Water Resource Board Phone (208)287-4800  
Name connector (check one):  and  or  and/or

Mailing address: PO Box 83720 City Boise  
State ID Zip 83720-0098 Email: iwrp-info@idwr.idaho.gov

2. Source of water supply Snake River South Fork which is a tributary of Snake River

3. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	¼	¼	¼	County	Source	Local name or tag #
							SEE		
							ATTACHMENT		

4. Water will be used for the following purposes:

- Amount 3206 for Recharge purposes from 1/1 to 12/31 (both dates inclusive)  
(cfs or acre-feet per year)
- Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
(cfs or acre-feet per year)
- Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
(cfs or acre-feet per year)
- Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
(cfs or acre-feet per year)

5. Total quantity to be appropriated is (a) 3206 cubic feet per second (cfs) and/or (b) \_\_\_\_\_ acre-feet per year (af).

6. Proposed diverting works:

- a. Describe type and size of devices used to divert water from the source. Headgates on canals as shown on Attachment
- b. Height of storage dam \_\_\_\_\_ feet; active reservoir capacity \_\_\_\_\_ acre-feet; total reservoir capacity \_\_\_\_\_ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11.  
For dams 10 feet or more in height OR reservoirs with a total storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required?  Yes  No
- c. Proposed well diameter is \_\_\_\_\_ inches; proposed depth of well is \_\_\_\_\_ feet.
- d. Is ground water with a temperature of greater than 85°F being sought?  Yes  No
- e. If well is already drilled, when? \_\_\_\_\_; drilling firm \_\_\_\_\_;  
Well was drilled for (well owner) \_\_\_\_\_; Drilling Permit No. \_\_\_\_\_

7. Description of proposed uses (if irrigation only, go to item 8):

- a. Hydropower; show total feet of head and proposed capacity in kW. \_\_\_\_\_
- b. Stockwatering; list number and kind of livestock. \_\_\_\_\_
- c. Municipal; show name of municipality or the applicant's qualifications as a municipal provider. \_\_\_\_\_
- d. Domestic; show number of households \_\_\_\_\_
- e. Other; describe fully. Aquifer recharge

8. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS		
			NE	NW	SW	SE															

Total number of acres to be irrigated: \_\_\_\_\_

9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? \_\_\_\_\_

10. a. Who owns the property at the point of diversion? Enterprise, Progressive, Farmers Friend District and their members  
 b. Who owns the land to be irrigated or place of use? Shareholders of canal companies *Crewt Feeder*  
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Canal companies and shareholders

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. The application is for recharge within the canals themselves.

12. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Roger Chase  
 Signature of Applicant  
ROGER CHASE, CHIRMAN, IWRB  
 Print Name (and title, if applicable)

\_\_\_\_\_  
 Signature of Applicant  
 \_\_\_\_\_  
 Print Name (and title, if applicable)

**For Department Use:**

Received by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Preliminary check by \_\_\_\_\_  
 Fee \$ \_\_\_\_\_ Received by \_\_\_\_\_ Receipt No. \_\_\_\_\_ Date \_\_\_\_\_

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DEPARTMENT OF  
WATER RESOURCES

Ident. No. 1-10613

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR PERMIT**

To appropriate the public water of the State of Idaho

1. Name: IDAHO WATER RESOURCE BOARD  
PO BOX 83720  
BOISE ID 83720-0098  
(208)287-4800
  
2. Source: SNAKE RIVER Tributary to: COLUMBIA RIVER  
SOUTH FORK SNAKE RIVER Tributary to: SNAKE RIVER
  
3. Location of Point of Diversion:  
#1 SOUTH FORK SNAKE RIVER NW1/4SE1/4 Sec. 36, Twp 04N, Rge 40E, B.M.  
JEFFERSON County  
#2 SNAKE RIVER SE1/4SW1/4 Sec. 31, Twp 04N, Rge 41E, B.M.  
JEFFERSON County  
#3 SNAKE RIVER SW1/4SE1/4 Sec. 36, Twp 04N, Rge 40E, B.M.  
JEFFERSON County  
#4 SNAKE RIVER SE1/4SE1/4 Sec. 36, Twp 04N, Rge 40E, B.M.  
JEFFERSON County

4. Water will be used for the following purposes:

<u>Purpose</u>	<u>From</u>	<u>To</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
GROUND WATER RECHARGE	01/01	to 12/31	3,206.00 CFS	

5. Total quantity to be appropriated is: 3,206.00 CFS

6. Proposed diverting works:

POINT OF DIVERSION #1

- a. Type and size of devices used to divert water from the source: GREAT FEEDER (DRY BED) HEADGATE
- b. Height of storage dam \_\_\_\_\_ feet;  
Active reservoir capacity \_\_\_\_\_ acre-feet;  
Total reservoir capacity \_\_\_\_\_ acre-feet;.
- c. Proposed well diameter is \_\_\_\_\_ inches;  
Proposed depth of well is \_\_\_\_\_ feet.
- d. Is ground water with a temperature of greater than 85F being sought?
- e. If well is already drilled, when? \_\_\_\_\_;  
Drilling Firm \_\_\_\_\_;  
Drilling Permit No. \_\_\_\_\_.

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public water of the State of Idaho

POINT OF DIVERSION #2

a. Type and size of devices used to divert water from the source: PROGRESSIVE IRRIGATION DISTRICT

b. Height of storage dam \_\_\_\_\_ feet;  
Active reservoir capacity \_\_\_\_\_ acre-feet;  
Total reservoir capacity \_\_\_\_\_ acre-feet;

c. Proposed well diameter is \_\_\_\_\_ inches;  
Proposed depth of well is \_\_\_\_\_ feet.

d. Is ground water with a temperature of greater than 85F being sought?

e. If well is already drilled, when? \_\_\_\_\_;  
Drilling Firm \_\_\_\_\_;  
Drilling Permit No. \_\_\_\_\_.

POINT OF DIVERSION #3

a. Type and size of devices used to divert water from the source: ENTERPRISE CANAL

b. Height of storage dam \_\_\_\_\_ feet;  
Active reservoir capacity \_\_\_\_\_ acre-feet;  
Total reservoir capacity \_\_\_\_\_ acre-feet;

c. Proposed well diameter is \_\_\_\_\_ inches;  
Proposed depth of well is \_\_\_\_\_ feet.

d. Is ground water with a temperature of greater than 85F being sought?

e. If well is already drilled, when? \_\_\_\_\_;  
Drilling Firm \_\_\_\_\_;  
Drilling Permit No. \_\_\_\_\_.

POINT OF DIVERSION #4

a. Type and size of devices used to divert water from the source: FARMERS FRIEND CANAL

b. Height of storage dam \_\_\_\_\_ feet;  
Active reservoir capacity \_\_\_\_\_ acre-feet;  
Total reservoir capacity \_\_\_\_\_ acre-feet;

c. Proposed well diameter is \_\_\_\_\_ inches;  
Proposed depth of well is \_\_\_\_\_ feet.

d. Is ground water with a temperature of greater than 85F being sought?

e. If well is already drilled, when? \_\_\_\_\_;  
Drilling Firm \_\_\_\_\_;  
Drilling Permit No. \_\_\_\_\_.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 year(s).

8.

















STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public water of the State of Idaho

04N 39E 31	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
04N 39E 32	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
04N 39E 33	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
04N 39E 34	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
04N 39E 35	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
04N 39E 36	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
04N 40E 18											X						
04N 40E 19		X	X		X	X	X	X	X	X	X	X	X	X	X	X	X
04N 40E 20					L1	L2			X	X	X	X					
04N 40E 26											X						
04N 40E 27						X				X	X	X			X	X	
04N 40E 28		X	X		X	X	X	X	X	X	X	X	X	X	X	X	X
04N 40E 29	X	X			X	X	X	X	X	X	X	X		X	X	X	X
04N 40E 30	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
04N 40E 31	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
04N 40E 32	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
04N 40E 33	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
04N 40E 34	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
04N 40E 35		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
04N 40E 36						X			X	X	X	X		X	X		X
04N 41E 31											X	X					L1
05N 38E 31																	X
05N 38E 32											X	X					
05N 38E 35												X	X	X	X	X	
05N 38E 36										X	X	X					

9a. Who owns the property at the point of diversion? If other than applicant, describe the arrangement enabling the applicant to make this filing.  
Refer to 9b.

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public water of the State of Idaho

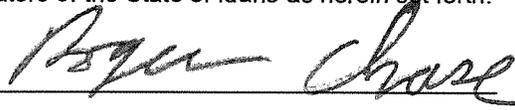
9b. Who owns the land to be irrigated or place of use? If other than applicant, describe the arrangement enabling the applicant to make this filing.

The point(s) of diversion and place(s) of use described by the application are owned by the collaborating recharge partner, in this case the Great Feeder, Progressive Irrigation District, Farmers Friend Canal and Enterprise Canal, which owns the headgate(s) and water conveyance system(s) in which recharge will occur. An example contract agreement for recharge between the Board and the Great Feeder is included with this application detailing the arrangement for recharge.

10. Remarks: Refer to attached narrative for overview of application resubmittal and the Board's recharge practices.

11. Map of proposed point of diversion and place of use attached? [yes]

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

  
\_\_\_\_\_

Applicant

Received by CLS Date 1-15-13 Time \_\_\_\_\_ Preliminary check by CLS  
Publication prepared by \_\_\_\_\_ Date \_\_\_\_\_ Published in \_\_\_\_\_  
Publication approved \_\_\_\_\_ Date \_\_\_\_\_

Receipt No.

Date: \_\_\_\_\_

Received by: \_\_\_\_\_

**WATER CONVEYANCE CONTRACT**

**BETWEEN THE IDAHO WATER RESOURCE BOARD  
AND THE GREAT FEEDER CANAL COMPANY, LTD.**

**CONTRACT No. CON00921**

THIS AGREEMENT is made and entered into this 26<sup>th</sup> day of March, 2012, by and between the IDAHO WATER RESOURCE BOARD (Board) and the GREAT FEEDER CANAL COMPANY, LTD. (GFCC).

**RECITALS**

A. The Board was created under Article XV, Section 7 of the Constitution of the State of Idaho, with the power to construct and operate water projects.

B. The Board has approved expenditures for aquifer recharge in 2012. Any unspent balance may be used to fund recharge conveyance in future years.

C. GFCC represents certain canals which operate and maintain irrigation delivery systems in the vicinity of the Rigby Fan area of Bonneville, County, Idaho.

D. The Board and GFCC seek to enter into a contract for the delivery of water into the GFCC canal system for the purpose of aquifer recharge to assist with implementing the Eastern Snake Plain Comprehensive Aquifer Management Plan (CAMP).

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DESIGNATION OF PROJECT MANAGERS

A. The Board's Project Manager shall be Bill Quinn, of the Idaho Department of Water Resources. The Director of the Department may change the Board's Project Manager at any time by written notice served on GFCC.

B. GFCC's Project Manager shall be Bruce Grover, GFCC.

2. STATEMENT OF PURPOSE

The purpose of this Contract is to provide the conditions for the delivery of water into the GFCC canal system for the purposes of managed recharge.

### 3. SCOPE OF WORK TO BE PERFORMED

A. GFCC shall deliver the Board's recharge water right (01-7054) or other waters that may be legally available to the Board for aquifer recharge at the request of the Board and when in priority as determined by the Watermaster of Water District 1, pursuant to Exhibit A, Notice to Proceed, attached hereto labeled as Exhibit A and incorporated by this reference. Recharge may occur before, during or after the delivery of irrigation water.

B. The quantity authorized to be diverted and the time period for recharge will be established in the Notice to Proceed, except that GFCC may reduce or cease delivery of Board's water at its discretion to provide for the needs of its shareholders.

C. No diversion of recharge water shall occur until a Notice to Proceed has been issued by the Board specifically authorizing the date to begin diverting water for recharge and the quantity of water to be diverted.

D. GFCC will provide an accounting of the Board's water delivered to its canal system including an accounting of any of the Board's water not recharged and spilled back to the Snake River. The canal manager or his designee shall report recharge flows to the Board's Project Manager on a regular basis but no less than once weekly during recharge operations. In the event that a report is not filed for two consecutive weeks, the Board will impose a penalty as specified in Section 4. D. herein. In computing accomplished recharge, a conversion factor of 1.9835 acre-feet per day (a-f/d) per cubic feet per second (cfs) shall be used. Miner's inches shall be defined as 50 inches equal to 1 cfs. Discrepancies in flow or volume measurements between the Board and the GFCC shall be resolved before payment will be made.

E. There shall be an acceptable method of measuring delivered water and any spilled water.

F. If spill from the GFCC canal system occurs while only the Board's recharge right or other waters specifically identified for recharge purposes are being diverted, the spilled water shall be subtracted from the volume of diverted water. The spilled recharge water shall not be credited as accomplished recharge.

G. If spill from the GFCC canal system occurs while diversions for irrigation and recharge are occurring, the spilled water shall be assumed to be in the same proportion of irrigation to recharge as is diverted into the system. The spilled recharge water shall not be credited as accomplished recharge.

H. In the event that the Board's recharge right or other waters identified for recharge purposes are not in priority during 2012 no deliveries shall be made by the GFCC.

I. To the extent possible geographical distribution of recharge shall be managed in accordance with the ESPA CAMP goals.

#### 4. COMPENSATION AND INVOICES

A. The Board shall pay the GFCC three dollars (\$3.00) per acre-foot for accomplished recharge, up to an amount not to exceed thirty-six thousand, five hundred dollars (\$36,500).

B. No payment is authorized under this Contract unless a Notice to Proceed has been issued by the Board specifically authorizing the date to begin diverting water for recharge and the quantity of water to be diverted.

C. The amount of water recharged shall be calculated as the amount of the Board's recharge water or other waters legally available for recharge purposes, diverted into the GFCC canal less any water identified for recharge purposes that is spilled back to the Snake River System. During times of irrigation deliveries, only that recharge that occurs at designated off-canal sites shall be recognized.

D. In the event a recharge report is delinquent for two consecutive weeks, the Board will withhold as a penalty an amount equal to 50% of the compensation otherwise due during the delinquent period.

E. GFCC shall submit an invoice for payment in an amount not to exceed thirty-six thousand, five hundred dollars (\$36,500) upon successful completion of recharge water delivery. Under no circumstance shall payment authorized under the Notice to Proceed exceed the total amount of compensation authorized under the Contract. The Board shall approve the invoice and provide payment within 30 days from the receipt of the invoice.

#### 5. INSPECTIONS BY THE BOARD

The Board's Project Manager, or his designee, together with the GFCC's Project Manager or his designee, shall inspect or review the work for compliance with the Scope of Work during the term of this Contract.

#### 6. RECORD KEEPING

GFCC shall establish and keep for a period of three years following final disbursement by the Board such financial records as will fully disclose the amount and disposition of the total payment, the purpose or undertaking for which such funds were used, and such other records as the Board may reasonably prescribe.

#### 7. TERM

This contract shall take effect when both parties have signed it and shall continue in effect until December 31, 2012. This contract may be renewed upon execution of an extension amendment by both parties.

8. GENERAL TERMS AND CONDITIONS

GFCC shall abide by all applicable terms and conditions contained in the Standard Contract Provisions, Idaho Water Resource Board, attached hereto as "Attachment A" and incorporated herein by this reference.

9. DUPLICATE ORIGINAL

This contract is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

IN WITNESS WHEREOF, the parties have executed this contract on the date following their respective signatures.

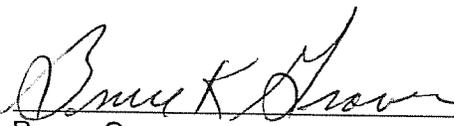
**IDAHO WATER RESOURCE BOARD**  
322 East Front Street  
P.O. Box 83720  
Boise, ID 83720-9098

**GREAT FEEDER CANAL COMPANY, LTD.**  
c/o Bruce Grover  
P.O. Box 472  
Rigby, ID 83442



Brian Patton  
Bureau Chief  
Idaho Water Resource Board

3/26/2012  
Date



Bruce Grover  
Great Feeder Canal Company, Ltd.

3 - 26 - 2012  
Date

**WATER CONVEYANCE CONTRACT**

**BETWEEN THE IDAHO WATER RESOURCE BOARD  
AND THE PROGRESSIVE IRRIGATION DISTRICT, LTD.**

**CONTRACT No. CON00927**

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of April, 2012, by and between the IDAHO WATER RESOURCE BOARD (Board) and PROGRESSIVE IRRIGATION DISTRICT, LTD. (PID).

**RECITALS**

- A. The Board was created under Article XV, Section 7 of the Constitution of the State of Idaho, with the power to construct and operate water projects.
- B. The Board has approved expenditures for aquifer recharge in 2012. Any unspent balance may be used to fund recharge conveyance in future years.
- C. PID operates and maintains an irrigation delivery system.
- D. The Board and PID seek to enter into a contract for the delivery of water into the PID system for the purpose of aquifer recharge.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DESIGNATION OF PROJECT MANAGERS

A. The Board's Project Manager shall be Bill Quinn, of the Idaho Department of Water Resources. The Director of the Department may change the Board's Project Manager at any time by written notice served on PID.

B. PID's Project Manager shall be Tebbin Johnson, PID.

2. STATEMENT OF PURPOSE

The purpose of this Contract is to provide the conditions for the delivery of water into the PID Canal for the purposes of managed recharge.

3. SCOPE OF WORK TO BE PERFORMED

A. PID shall deliver the Board's recharge water right (01-7054) or other waters that may be legally available to the Board for aquifer recharge at the request of the Board and when in priority as determined by the Watermaster of Water District 1, pursuant to Exhibit A, Notice to Proceed, attached hereto labeled as Exhibit A and incorporated by this reference. Recharge may occur before, during or after the delivery of irrigation water.

B. The quantity authorized to be diverted and the time period for recharge will be established in the Notice to Proceed, except that PID may reduce or cease delivery of Board's water at its discretion to provide for the needs of its shareholders.

C. No diversion of recharge water shall occur until a Notice to Proceed has been issued by the Board specifically authorizing the date to begin diverting water for recharge and the quantity of water to be diverted.

D. PID will provide an accounting of the Board's water delivered to its canal system including an accounting of any of the Board's water not recharged and spilled back to the Snake River. The canal manager or his designee shall report recharge flows to the Board's Project Manager on a regular basis but no less than once weekly during recharge operations. In the event that a report is not filed for two consecutive weeks, the Board will impose a penalty as specified in Section 4. D. herein. In computing accomplished recharge, a conversion factor of 1.9835 acre-feet per day (a-f/d) per cubic feet per second (cfs) shall be used. Miner's inches shall be defined as 50 inches equal to 1 cfs. Discrepancies in flow or volume measurements between the Board and the PID shall be resolved before payment will be made.

E. There shall be an acceptable method of measuring delivered water and any spilled water.

F. If spill from the canal system occurs while only the Board's recharge right or other waters specifically identified for recharge purposes are being diverted, the spilled water shall be subtracted from the volume of diverted water. The spilled recharge water shall not be credited as accomplished recharge.

G. If spill from the canal system occurs while diversions for irrigation and recharge are occurring, the spilled water shall be assumed to be in the same proportion of irrigation to recharge as is diverted into the system. The spilled recharge water shall not be credited as accomplished recharge.

H. In the event that the Board's recharge right or other waters identified for recharge purposes are not in priority during 2012 no deliveries shall be made by the PID.

I. To the extent possible geographical distribution of recharge shall be managed in accordance with the ESPA CAMP goals.

4. COMPENSATION AND INVOICES

A. The Board shall pay the PID three dollars (\$3.00) per acre-foot for accomplished recharge, up to an amount not to exceed ten thousand, one hundred dollars (\$10,100).

B. No payment is authorized under this Contract unless a Notice to Proceed has been issued by the Board specifically authorizing the date to begin diverting water for recharge and the quantity of water to be diverted.

C. The amount of water recharged shall be calculated as the amount of the Board's recharge water or other waters legally available for recharge purposes, diverted into the PID canal less any water identified for recharge purposes that is spilled back to the Snake River System. During times of irrigation deliveries, only that recharge that occurs at designated off-canal sites shall be recognized.

D. In the event a recharge report is delinquent for two consecutive weeks, the Board will withhold as a penalty an amount equal to 50% of the compensation otherwise due during the delinquent period.

E. PID shall submit an invoice for payment in an amount not to exceed ten thousand, one hundred dollars (\$10,100) upon successful completion of recharge water delivery. Under no circumstance shall payment authorized under the Notice to Proceed exceed the total amount of compensation authorized under the Contract. The Board shall approve the invoice and provide payment within 30 days from the receipt of the invoice.

5. INSPECTIONS BY THE BOARD

The Board's Project Manager, or his designee, together with the PID's Project Manager or his designee, shall inspect or review the work for compliance with the Scope of Work during the term of this Contract.

6. RECORD KEEPING

PID shall establish and keep for a period of three years following final disbursement by the Board such financial records as will fully disclose the amount and disposition of the total payment, the purpose or undertaking for which such funds were used, and such other records as the Board may reasonably prescribe.

7. TERM

This contract shall take effect when both parties have signed it and shall continue in effect until December 31, 2012. This contract may be renewed upon execution of an extension amendment by both parties.

8. GENERAL TERMS AND CONDITIONS

PID shall abide by all applicable terms and conditions contained in the Standard Contract Provisions, Idaho Water Resource Board, attached hereto as "Attachment A" and incorporated herein by this reference.

9. DUPLICATE ORIGINAL

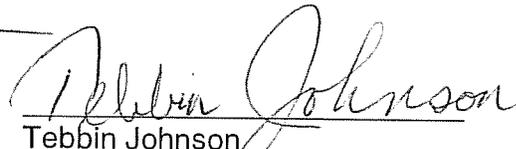
This contract is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

IN WITNESS WHEREOF, the parties have executed this contract on the date following their respective signatures.

**IDAHO WATER RESOURCE BOARD**  
322 East Front Street  
P.O. Box 83720  
Boise, ID 83720-9098

**PROGRESSIVE IRRIGATION DISTRICT, LTD.**  
2585 N. Ammon Rd.  
Idaho Falls, ID 83401

  
\_\_\_\_\_  
Brian Patton  
Bureau Chief  
Idaho Water Resource Board

  
\_\_\_\_\_  
Tebbin Johnson  
Progressive Irrigation District

April 10, 2012  
Date

Mar 26, 2012  
Date

**WATER CONVEYANCE CONTRACT**  
**BETWEEN THE IDAHO WATER RESOURCE BOARD**  
**AND THE ENTERPRISE CANAL COMPANY**

**CONTRACT No. CON00926**

THIS AGREEMENT is made and entered into this 31 day of March, 2012, by and between the IDAHO WATER RESOURCE BOARD (Board) and ENTERPRISE CANAL COMPANY, LTD. (ECC).

**RECITALS**

- A. The Board was created under Article XV, Section 7 of the Constitution of the State of Idaho, with the power to construct and operate water projects.
- B. The Board has approved expenditures for aquifer recharge in 2012. Any unspent balance may be used to fund recharge conveyance in future years.
- C. ECC operates and maintains an irrigation delivery system.
- D. The Board and ECC seek to enter into a contract for the delivery of water into the ECC system for the purpose of aquifer recharge.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DESIGNATION OF PROJECT MANAGERS

A. The Board's Project Manager shall be Bill Quinn, of the Idaho Department of Water Resources. The Director of the Department may change the Board's Project Manager at any time by written notice served on ECC.

B. ECC's Project Manager shall be Darrel Ker, ECC.

2. STATEMENT OF PURPOSE

The purpose of this Contract is to provide the conditions for the delivery of water into the ECC Canal for the purposes of managed recharge.

### 3. SCOPE OF WORK TO BE PERFORMED

A. ECC shall deliver the Board's recharge water right (01-7054) or other waters that may be legally available to the Board for aquifer recharge at the request of the Board and when in priority as determined by the Watermaster of Water District 1, pursuant to Exhibit A, Notice to Proceed, attached hereto labeled as Exhibit A and incorporated by this reference. Recharge may occur before, during or after the delivery of irrigation water.

B. The quantity authorized to be diverted and the time period for recharge will be established in the Notice to Proceed, except that ECC may reduce or cease delivery of Board's water at its discretion to provide for the needs of its shareholders.

C. No diversion of recharge water shall occur until a Notice to Proceed has been issued by the Board specifically authorizing the date to begin diverting water for recharge and the quantity of water to be diverted.

D. ECC will provide an accounting of the Board's water delivered to its canal system including an accounting of any of the Board's water not recharged and spilled back to the Snake River. The canal manager or his designee shall report recharge flows to the Board's Project Manager on a regular basis but no less than once weekly during recharge operations. In the event that a report is not filed for two consecutive weeks, the Board will impose a penalty as specified in Section 4. D. herein. In computing accomplished recharge, a conversion factor of 1.9835 acre-feet per day (a-f/d) per cubic feet per second (cfs) shall be used. Miner's inches shall be defined as 50 inches equal to 1 cfs. Discrepancies in flow or volume measurements between the Board and the ECC shall be resolved before payment will be made.

E. There shall be an acceptable method of measuring delivered water and any spilled water.

F. If spill from the canal system occurs while only the Board's recharge right or other waters specifically identified for recharge purposes are being diverted, the spilled water shall be subtracted from the volume of diverted water. The spilled recharge water shall not be credited as accomplished recharge.

G. If spill from the canal system occurs while diversions for irrigation and recharge are occurring, the spilled water shall be assumed to be in the same proportion of irrigation to recharge as is diverted into the system. The spilled recharge water shall not be credited as accomplished recharge.

H. In the event that the Board's recharge right or other waters identified for recharge purposes are not in priority during 2012 no deliveries shall be made by the ECC.

I. To the extent possible geographical distribution of recharge shall be managed in accordance with the ESPA CAMP goals.

4. COMPENSATION AND INVOICES

A. The Board shall pay the ECC three dollars (\$3.00) per acre-foot for accomplished recharge, up to an amount not to exceed ten thousand, one hundred dollars (\$10,100).

B. No payment is authorized under this Contract unless a Notice to Proceed has been issued by the Board specifically authorizing the date to begin diverting water for recharge and the quantity of water to be diverted.

C. The amount of water recharged shall be calculated as the amount of the Board's recharge water or other waters legally available for recharge purposes, diverted into the ECC canal less any water identified for recharge purposes that is spilled back to the Snake River System. During times of irrigation deliveries, only that recharge that occurs at designated off-canal sites shall be recognized.

D. In the event a recharge report is delinquent for two consecutive weeks, the Board will withhold as a penalty an amount equal to 50% of the compensation otherwise due during the delinquent period.

E. ECC shall submit an invoice for payment in an amount not to exceed ten thousand, one hundred dollars (\$10,100) upon successful completion of recharge water delivery. Under no circumstance shall payment authorized under the Notice to Proceed exceed the total amount of compensation authorized under the Contract. The Board shall approve the invoice and provide payment within 30 days from the receipt of the invoice.

5. INSPECTIONS BY THE BOARD

The Board's Project Manager, or his designee, together with the ECC's Project Manager or his designee, shall inspect or review the work for compliance with the Scope of Work during the term of this Contract.

6. RECORD KEEPING

ECC shall establish and keep for a period of three years following final disbursement by the Board such financial records as will fully disclose the amount and disposition of the total payment, the purpose or undertaking for which such funds were used, and such other records as the Board may reasonably prescribe.

7. TERM

This contract shall take effect when both parties have signed it and shall continue in effect until December 31, 2012. This contract may be renewed upon execution of an extension amendment by both parties.

8. GENERAL TERMS AND CONDITIONS

ECC shall abide by all applicable terms and conditions contained in the Standard Contract Provisions, Idaho Water Resource Board, attached hereto as "Attachment A" and incorporated herein by this reference.

9. DUPLICATE ORIGINAL

This contract is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

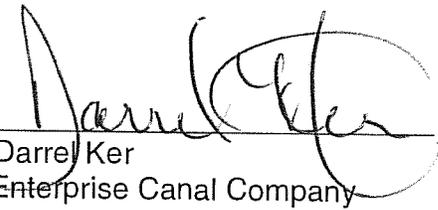
IN WITNESS WHEREOF, the parties have executed this contract on the date following their respective signatures.

**IDAHO WATER RESOURCE BOARD**  
322 East Front Street  
P.O. Box 83720  
Boise, ID 83720-9098

**ENTERPRISE CANAL COMPANY**  
P.O. Box 664  
Ririe, ID 83443

  
\_\_\_\_\_  
Brian Patton  
Bureau Chief  
Idaho Water Resource Board

April 11, 2012  
Date

  
\_\_\_\_\_  
Darrel Ker  
Enterprise Canal Company

March 31, 2012  
Date

**WATER CONVEYANCE CONTRACT**

**BETWEEN THE IDAHO WATER RESOURCE BOARD  
AND THE FARMERS FRIEND IRRIGATION COMPANY, Ltd.**

**CONTRACT No. CON00929**

THIS AGREEMENT is made and entered into this 16 day of April, 2012, by and between the IDAHO WATER RESOURCE BOARD (Board) and FARMERS FRIEND IRRIGATION COMPANY, LTD. (FFIC).

**RECITALS**

A. The Board was created under Article XV, Section 7 of the Constitution of the State of Idaho, with the power to construct and operate water projects.

B. The Board has approved expenditures for aquifer recharge in 2012. Any unspent balance may be used to fund recharge conveyance in future years.

C. FFIC operates and maintains an irrigation delivery system.

D. The Board and FFIC seek to enter into a contract for the delivery of water into the FFIC system for the purpose of aquifer recharge.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DESIGNATION OF PROJECT MANAGERS

A. The Board's Project Manager shall be Bill Quinn, of the Idaho Department of Water Resources. The Director of the Department may change the Board's Project Manager at any time by written notice served on FFIC.

B. FFIC's Project Manager shall be Larry Lovell, FFIC.

2. STATEMENT OF PURPOSE

The purpose of this Contract is to provide the conditions for the delivery of water into the FFIC Canal for the purposes of managed recharge.

### 3. SCOPE OF WORK TO BE PERFORMED

A. FFIC shall deliver the Board's recharge water right (01-7054) or other waters that may be legally available to the Board for aquifer recharge at the request of the Board and when in priority as determined by the Watermaster of Water District 1, pursuant to Exhibit A, Notice to Proceed, attached hereto labeled as Exhibit A and incorporated by this reference. Recharge may occur before, during or after the delivery of irrigation water.

B. The quantity authorized to be diverted and the time period for recharge will be established in the Notice to Proceed, except that FFIC may reduce or cease delivery of Board's water at its discretion to provide for the needs of its shareholders.

C. No diversion of recharge water shall occur until a Notice to Proceed has been issued by the Board specifically authorizing the date to begin diverting water for recharge and the quantity of water to be diverted.

D. FFIC will provide an accounting of the Board's water delivered to its canal system including an accounting of any of the Board's water not recharged and spilled back to the Snake River. The canal manager or his designee shall report recharge flows to the Board's Project Manager on a regular basis but no less than once weekly during recharge operations. In the event that a report is not filed for two consecutive weeks, the Board will impose a penalty as specified in Section 4. D. herein. In computing accomplished recharge, a conversion factor of 1.9835 acre-feet per day (a-f/d) per cubic feet per second (cfs) shall be used. Miner's inches shall be defined as 50 inches equal to 1 cfs. Discrepancies in flow or volume measurements between the Board and the FFIC shall be resolved before payment will be made.

E. There shall be an acceptable method of measuring delivered water and any spilled water.

F. If spill from the canal system occurs while only the Board's recharge right or other waters specifically identified for recharge purposes are being diverted, the spilled water shall be subtracted from the volume of diverted water. The spilled recharge water shall not be credited as accomplished recharge.

G. If spill from the canal system occurs while diversions for irrigation and recharge are occurring, the spilled water shall be assumed to be in the same proportion of irrigation to recharge as is diverted into the system. The spilled recharge water shall not be credited as accomplished recharge.

H. In the event that the Board's recharge right or other waters identified for recharge purposes are not in priority during 2012 no deliveries shall be made by the FFIC.

I. To the extent possible geographical distribution of recharge shall be managed in accordance with the ESPA CAMP goals.

#### 4. COMPENSATION AND INVOICES

A. The Board shall pay the FFIC three dollars (\$3.00) per acre-foot for accomplished recharge, up to an amount not to exceed ten thousand dollars (\$10,000).

B. No payment is authorized under this Contract unless a Notice to Proceed has been issued by the Board specifically authorizing the date to begin diverting water for recharge and the quantity of water to be diverted.

C. The amount of water recharged shall be calculated as the amount of the Board's recharge water or other waters legally available for recharge purposes, diverted into the FFIC canal less any water identified for recharge purposes that is spilled back to the Snake River System. During times of irrigation deliveries, only that recharge that occurs at designated off-canal sites shall be recognized.

D. In the event a recharge report is delinquent for two consecutive weeks, the Board will withhold as a penalty an amount equal to 50% of the compensation otherwise due during the delinquent period.

E. FFIC shall submit an invoice for payment in an amount not to exceed ten thousand dollars (\$10,000) upon successful completion of recharge water delivery. Under no circumstance shall payment authorized under the Notice to Proceed exceed the total amount of compensation authorized under the Contract. The Board shall approve the invoice and provide payment within 30 days from the receipt of the invoice.

#### 5. INSPECTIONS BY THE BOARD

The Board's Project Manager, or his designee, together with the FFIC's Project Manager or his designee, shall inspect or review the work for compliance with the Scope of Work during the term of this Contract.

#### 6. RECORD KEEPING

FFIC shall establish and keep for a period of three years following final disbursement by the Board such financial records as will fully disclose the amount and disposition of the total payment, the purpose or undertaking for which such funds were used, and such other records as the Board may reasonably prescribe.

#### 7. TERM

This contract shall take effect when both parties have signed it and shall continue in effect until December 31, 2012. This contract may be renewed upon execution of an extension amendment by both parties.

8. GENERAL TERMS AND CONDITIONS

FFIC shall abide by all applicable terms and conditions contained in the Standard Contract Provisions, Idaho Water Resource Board, attached hereto as "Attachment A" and incorporated herein by this reference.

9. DUPLICATE ORIGINAL

This contract is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

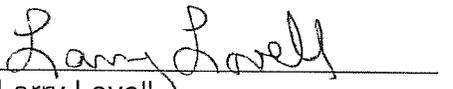
IN WITNESS WHEREOF, the parties have executed this contract on the date following their respective signatures.

**IDAHO WATER RESOURCE BOARD**  
322 East Front Street  
P.O. Box 83720  
Boise, ID 83720-9098

**FARMERS FRIEND IRRIGATION COMPANY, Ltd.**  
P.O. Box 148  
Ririe, ID 83443

  
\_\_\_\_\_  
Brian Patton  
Bureau Chief  
Idaho Water Resource Board

4/16/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Larry Lovell  
Farmers Friend Irrigation Co., Ltd.

4/16/2012  
\_\_\_\_\_  
Date

EXHIBIT A

NOTICE TO PROCEED

To: FARMERS FRIEND IRRIGATION COMPANY, LTD.  
P.O. Box 148  
Ririe, ID 83443

Project: Idaho Water Resource Board  
2012 Managed Recharge Program

Contract No. CON00929

Amount of Contract: not to exceed \$10,000.00

Unless otherwise notified by the Idaho Water Resource Board, FARMERS FRIEND IRRIGATION COMPANY, LTD. (Contractor) is hereby authorized to divert beginning 4/16, 2012 up to 70 cubic feet per second (c.f.s) of water for recharge under the Idaho Water Resource Board's Water Right (01-7054) (or other waters legally available for recharge) into the Farmers Friend Irrigation Company, Ltd. canal system, continuously until water right 01-7054 (or other waters legally available for recharge) is no longer in priority or the diversion of water authorized hereunder is modified by the Board to achieve the geographic distribution of recharge consistent with the Eastern Snake Plain CAMP, subject to the following terms and conditions:

- Compensation authorized under this Notice is limited to \$3.00 per acre-foot and shall not exceed a total of ten thousand, one hundred dollars (\$10,000.00).
- In the event Board modifies the diversion of water authorized under this Notice, the Board shall notify the Contractor by phone or email describing the modification and Contractor shall implement modifications within 24 hours. Compensation authorized under this Notice is limited to \$3.00 per acre-foot and shall not exceed a total of ten thousand, one hundred dollars (\$10,000.00).

Dated this 23 day of April 2012

By Brian Egan  
Title Recharge Manager

January 1, 2012

ATTACHMENT A

**STANDARD CONTRACT PROVISIONS  
IDAHO WATER RESOURCE BOARD**

I. DEFINITIONS

- A. "Project Coordinator" shall mean that person appointed by the Board to administer this Contract on behalf of the Board and the term includes, except as otherwise provided in this Contract, an authorized representative of the Project Coordinator acting within the limits of his authority.
- B. "Subcontractor" shall mean one, not in the employment of any party to this Contract, who is performing all or part of those services under this Contract under contract. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

II. PROJECT COORDINATION

- A. All communications given to a party's Project Coordinator shall be as binding as if given to the party.
- B. The Board or anyone authorized to act on its behalf, may change the Board's Project Coordinator at any time by written notice served on the Contractor. This entity may change its Project Coordinator by prior written notice served on the Board.
- C. The Contractor's Project Coordinator shall be the entity's representative for administration of this Contract and shall have full authority to act on behalf of the Contractor, unless specified otherwise in the main body of the Contract.

III. LIMITATION OF PROGRAM FUNDS

- A. The Contractor acknowledges that the Board cannot obligate funds prior to obtaining funding approval.
- B. The Board certifies that state or federal funds are presently available and authorized for expenditure to pay the portion of costs which will accrue during the current state or federal fiscal year or applicable grant period.
- C. The Contractor agrees that all obligations of the Board, including the continuance of payments under this Contract, are contingent upon the availability and continued appropriation of funds. In the event state or federal funds become unavailable as determined by the Board, the Board may immediately terminate this Contract or amend it accordingly. In no event shall the Board be liable for any payments in excess of approved or appropriated funds available for this project.

IV. TERMINATION FOR CONVENIENCE

- A. The Board may terminate for its convenience this Contract in whole or in part. In such event, the Board shall serve a written Notice of Termination on the Contractor by deposit in the United States mail, certified mail, return receipt requested, with proper postage affixed. Notice of Termination shall be deemed served upon its receipt.
- B. The Contractor shall not incur after the date of service of the Notice of Termination any noncancellable obligations, except as authorized in the written Notice of Termination.

- C. A Notice of Termination shall be effective for professional and other services authorized in the Contract on the date of service of Notice of Termination.
- D. If a Termination for the convenience of the Board is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all noncancellable obligations incurred prior to receipt of a Notice of Termination.
- E. In the event of termination, both the Board and the Contractor shall submit a Final Report detailing all completed work on service required by this Contract.

V. **TERMINATION FOR DEFAULT**

- A. In addition to any termination of this Contract in accordance with Paragraph IV hereof, the Board may terminate this Contract in whole or in part because of the failure of the Contractor to fulfill its obligations. Upon receipt of such termination by the Board, the Contractor shall immediately discontinue all services affected. Oral notice of termination by the Board is effective when given, but in such a case, the Board shall confirm with written Notice of Termination by deposit in the United States mail, certified mail, return receipt requested.
- B. If a termination for default is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all noncancellable obligations incurred prior to receipt of a Notice of Termination.
- C. The rights and remedies of the Board provided in this Contract are in addition to any other rights and remedies provided by law or under this Contract.

VI. **INDEMNIFICATION**

Contractor shall indemnify, defend and save harmless the Board and the State of Idaho, its officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever caused by or arising out of Contractor's negligent or wrongful performance, acts or omissions under this Contract or Contractor's failure to comply with any state or federal statute, law, regulation or rule, provided, however, that the Board shall not be relieved hereby from liability for its own negligence and that of its employees. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

VII. **NO PERSONAL LIABILITY**

Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of the Board be personally liable for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Contract, express or implied.

VIII. **TAXES**

The Contractor, with respect to its employees and those of its subcontractors, if any, shall pay, indemnify and hold the Board harmless from the payment of all taxes and contributions imposed by federal and state laws, including social security taxes, with respect to said employees and their remunerations, including all interest and penalties payable under said laws as the result of noncompliance therewith.

IX. **WORKER'S COMPENSATION INSURANCE**

Unless the Contractor is exempt under the provisions of I.C. § 72-212, the Contractor warrants that it has purchased worker's compensation insurance for Contractor and all employees engaged in the performance of this Contract and shall provide the Board with a Certificate of Insurance to verify the same within 15 days of the execution of this Contract. The Contractor shall notify the Board's Project Coordinator within five (5) days of any change in the status of its worker's compensation insurance.

X. **INSURANCE**

Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of the Contract with insurance companies properly licensed to do business in Idaho. The Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions shall name the Board and the State of Idaho as Additional Insured. Contractor shall maintain insurance in amounts not less than the following:

1. Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence, and \$2,000,000 aggregate.
2. Automobile Liability including owned, non-owned, and hired liability with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate.
3. Professional liability insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Annual aggregate limit shall not be less than \$1,000,000.

XI. **RELATIONSHIP OF THE PARTIES**

- A. The parties intend to create by the terms of this Contract an independent contractor relationship between the Department and the Contractor.
- B. The parties do not intend to create by the terms of this Contract the relationship of employer and employee. Contractor's status under this Agreement shall be that of an independent contractor and not that of an agent or employee of the state. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Contractor shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of Vendor's failure to pay such taxes, fees or contribution.

XII. **ASSIGNMENT OF BENEFITS AND DELEGATION OF DUTIES**

- A. The Contractor shall not delegate any duties under this Contract or assign any benefits, including any moneys due or to become due hereunder, without the prior written consent of the Board.
- B. In the event a delegation of duties or an assignment of benefits is approved by the Board, the Contractor shall remain responsible and agrees to bind every such delegate or assignee to comply with the terms and conditions of this Contract.

XIII. **WAIVER, MODIFICATION OR AMENDMENT**

No waiver, modification, or amendment of this Contract or of any covenants, conditions or limitations herein contained shall be valid unless in writing duly executed by both parties and the parties further agree that the provisions of this section may not be waived, modified, or amended except as herein set forth.

XIV. **PUBLIC RECORDS**

Pursuant to Idaho Code section 9-335, et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The Board will not accept the marking of an entire document as exempt. In addition, the Board will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the Board against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the Board shall constitute a complete waiver of any and all claims for damages caused by any such release.

XV. **RIGHTS IN DATA**

- A. The Contractor agrees that all data, plans, drawings, specifications, reports, operating manuals, notes and other written documents produced in the performance of this Contract or in contemplation thereof, are owned by and are for the exclusive use of the Board and are subject to the rights of the Board set forth in this section.
- B. The Board shall have the right to reproduce, publish and use all such documents or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
- C. The Board agrees to identify the Contractor or designate appropriate authorship, on all materials reproduced and published that are a direct product of the work performed under this Contract.

XVI. **RETENTION OF RECORDS AND ACCESS TO FACILITIES, PREMISES AND RECORDS**

- A. The Contractor shall establish and maintain project budget accounts and records for work and services required by this Contract in accordance with generally accepted accounting principles and practices. Records shall be retained by the Contractor throughout the term of this Contract and for a period of five (5) years following final settlement.
- B. At all reasonable times during the term of this Contract and for a period of five (5) years following final settlement, the Department, State of Idaho, and their authorized representatives shall have access at the Contractor's offices to its records related to the services performed under

this Contract for the purposes of inspection, audit and copying by the Department, State of Idaho, and their authorized representatives.

**XVII. ATTORNEYS' FEES**

Notwithstanding any statute to the contrary, in the event of a legal proceeding of any kind instituted under this Contract or to obtain performance of any kind under this Contract, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred in such proceeding.

**XVIII. FORCE MAJEURE**

Neither party shall be liable for or deemed to be in default for any delay or failure to perform under this Contract if such delay or failure to perform results from an act of God, civil or military authority, act of war, riot, insurrection or other occurrence beyond that party's control. In such case, the intervening cause must not be caused by the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

**XIX. ILLEGAL ALIENS**

Contractor warrants it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and, that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach of this Contract and shall be cause for termination.

**XXI. ENTIRE AGREEMENT**

This Contract sets forth all the covenants, provisions, agreements, conditions and understandings between the parties, and there are no covenants, provisions, agreements, conditions or understandings, oral or written, between them other than are herein set forth.

**XXII. SEVERABILITY**

If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

**XXIII. NO WAIVER**

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract shall be construed as or deemed to be a waiver of any subsequent breach or default.

**XXIV. EFFECT OF SECTION HEADINGS**

The section headings appearing in this Contract are not to be construed as interpretations of the text but are inserted for convenience and reference only.

**XXV. GOVERNING LAW**

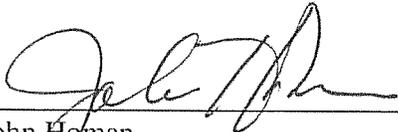
This Contract shall be governed as to validity, construction and performance by the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the state of Idaho. The venue of any action brought by any parties to this Contract shall be in a State of Idaho District Court.

XXVI. NOTICES

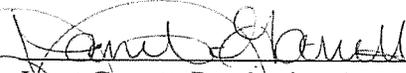
All notices shall be in writing and sent certified mail, postage prepaid, return receipt requested to:

Idaho Water Resource Board  
Attn: Janet Garrett  
P O Box 83720  
Boise, ID 83720-0098

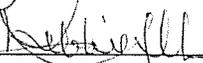
FOR INTERNAL USE OF THE DEPARTMENT OF WATER RESOURCES  
APPROVED AS TO FORM:

  
\_\_\_\_\_  
John Homan,  
State of Idaho Deputy Attorney General

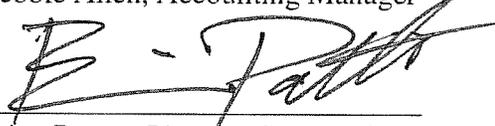
3-26-12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Janet Garrett, Purchasing Agent

3-27-12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Debbie Allen, Accounting Manager

3-26-12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brian Patton, Planning Bureau Chief  
Idaho Water Resource Board

3/27/12  
\_\_\_\_\_  
Date

# 1-10613 (South Fork Consolidation)

Progressive, Enterprise and Farmers Friend

Total Diversion Rate: 3,206 cfs

- Point of Diversion
- Primary Canals
- Place of Use
- Township/Range
- Counties

