

COOPERATIVE AGREEMENT
between the
IDAHO WATER RESOURCE BOARD
and the
AGRICULTURAL WATER ENHANCEMENT PROGRAM PARTICIPANT

THIS AGREEMENT, is entered into by and between the Idaho Water Resource Board (IWRB) and _____ who is seeking funding through the Agricultural Water Enhancement Program (AWEP) for construction of a conversion project that will contribute to the goals of the Eastern Snake Plain Aquifer Comprehensive Aquifer Management Plan (ESPA CAMP) which was approved by the 2009 Idaho Legislature. This Cooperative Agreement is intended to accompany the contract between the AWEP Participant and the Natural Resource Conservation Service (NRCS) for receipt of AWEP funds. Through this Agreement, the AWEP Participant agrees not to initiate construction of the proposed conversion project until a Memorandum of Understanding (MOU) is executed between the IWRB, the AWEP Participant and the conveyance company required to deliver surface water to the conversion project. The MOU shall detail the obligations of each party in the long-term operation of the conversion project. This Agreement is made in reference to the following facts:

RECITALS

- A. The State of Idaho through the IWRB and the ESPA CAMP Implementation Committee is attempting to use available funding, including AWEP funds, to develop long-term conversion projects equally above and below American Falls to accomplish an annual average water budget change of approximately 100,000 acre-feet. To accomplish this goal, proposed conversion projects must result in the reduction of groundwater pumping within the ESPA.
- B. Owners of conversion projects funded through the AWEP, the ESPA CAMP, or with other programs supporting the implementation of the ESPA CAMP goals, are expected to commit to the use of surface water when available. A commitment from the conveyance company expected to deliver the water is also required for the success of each project.
- C. A portion of the AWEP funding for conversion projects to support the ESPA CAMP goals must be committed through execution of a contract between the AWEP Participant and the NRCS by September 4, 2009. Due to time constraints, evaluation of the technical viability of the proposed project, confirmation that the project is consistent with the intent of the ESPA CAMP, and the obligations of parties involved in the long-term operation of the project will not be established prior to execution of this contract.
- D. The IWRB desires to notify the AWEP Participant that the objectives referred to in Recitals A, B and C will be addressed in a subsequent MOU between the IWRB,

the AWEP Participant, and the conveyance company required to deliver surface water to the conversion project.

In consideration of the promises stated, the parties agree as follows:

1. Definitions.

- A. The term "IWRB" means the Idaho Water Resource Board, located at 322 E. Front Street, Boise, Idaho or for mail at P.O. Box 83720, Boise, Idaho 83720-0098, by and through its authorized representative.
- B. The term "AWEP Participant" means _____, (Address), _____, Idaho 837--, phone number: ____-____, e-mail: _____@_____.

2. Designation of Contract Manager.

- A. The IWRB's contract manager shall be Brian Patton, P.E., who shall be the IWRB's representative for the administration of this Contract.
- B. The AWEP Participant's contract manager shall be _____, who shall be the AWEP Participant's representative for the administration of this Contract.

3. Statement of Purpose.

The U.S. Department of Agriculture, Natural Resources Conservation Service and the IWRB are partnering to provide financial and technical assistance to owners and operators of agricultural and nonindustrial private forest lands through the AWEP. One of the programs funded by the AWEP includes projects that convert ground water use to the use of surface water when available. The purpose of the conversion projects is to reduce ground water pumping to benefit the Eastern Snake Plain Aquifer in accordance with the ESPA CAMP.

4. Guidelines.

- A. In executing an agreement with the NRCS to receive AWEP funding for the proposed conversion project, the AWEP Participant is obligated to begin construction within one year with an opportunity for an extension of one additional year.
- B. If it is determined that the project is not technically feasible due to circumstances beyond the AWEP Participant's control or that the project is not approved by the IWRB and ESPA CAMP Implementation Committee, the agreement with NRCS is subject to cancellation by the parties under the terms of that agreement.

- C. The State intends to make every effort to ensure projects are consistent with the goals of the ESPA CAMP, can be operated effectively, and that the AWEP Participant understands the obligations associated with the long-term operation of the conversion project. This Agreement identifies information that must be obtained prior to construction and receipt of AWEP funds to ensure projects are not limited by technical, administrative or legal constraints.

5. Commitments

By signing this form, the IWRB and the AWEP Participant agrees to the commitments described below. In order to ensure the viability of a project, the technical and operational details of the project must be defined prior to construction including, but not limited to, the following:

1. AWEP Participant shall obtain final engineering design in accordance with NRCS requirements. Designs should include any infrastructure improvements required on the canal system to deliver available surface water.
2. AWEP Participant acknowledges and agrees that canal capacity and period of availability for delivery of surface water to the proposed project site must be identified by the conveyance company.
3. AWEP Participant acknowledges and understands that the IWRB and the ESPA CAMP Implementation Committee must review the proposed conversion project for consistency with the goals of the ESPA CAMP and approve inclusion of the project in the operational component of ESPA CAMP process.
4. AWEP Participant acknowledges and agrees that project funding is contingent upon a Memorandum of Understanding being executed between the IWRB, the AWEP Participant, and the conveyance company. The Memorandum of Understanding shall describe the Project, the water supply for the Project and the conveyance of the water to the project site. The Memorandum of Understanding shall further clarify requirements of the conveyance company and the AWEP Participant to deliver and use surface water at the conversion Project when it is available through the ESPA CAMP, detail operation and maintenance responsibilities, and identify the effective term of the agreement.

6. Term

This Agreement shall take effect on _____, 20__ and shall continue in effect until _____ or completion of the duties described herein, unless terminated earlier by NRCS.

7. Duplicate Original

This Agreement 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 Agreement on the date following their respective signatures.

STATE OF IDAHO
IDAHO WATER RESOURCE BOARD

AWEP PARTICIPANT

Hal Anderson
Administrator

XXXXXXXXXX

Date

Date

DRAFT