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Attorneys for American Falls-Aberdeen Ground Water District

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF DISTRIBUTION OF
WATER TO VARIOUS WATER RIGHTS
HELD BY OR FOR THE BENEFIT OF A&B
IRRIGATION DISTRICT, AMERICAN FALLS
RESERVOIR DISTRICT #2, BURLEY
IRRIGATION DISTRICT, MILNER
IRRIGATION DISTRICT, MINIDOKA
IRRIGATION DISTRICT, NORTH SIDE
CANAL COMPANY, AND TWIN FALLS
CANAL COMPANY

Docket No. CM-DC-2010-001

**DECLARATION OF TIMOTHY
P. DEEG IN SUPPORT OF
AFA'S MOTION FOR
RECONSIDERATION OF
ORDER DETERMINING
DEFICIENCY IN NOTICES OF
SECURED WATER**

I, TIMOTHY P. DEEG, hereby declare and state as follows:

1. I am over the age of 18. The following statements are based on my personal knowledge.
2. I am presently the Chairman of the American Falls-Aberdeen Ground Water District ("AFA").
3. I have previously served as President and Treasurer of Idaho Groundwater Appropriators, Inc. ("IGWA"), and have been involved with IGWA for over thirty (30) years.
4. I was personally involved with the negotiations leading up to and culminating in the *Settlement Agreement Entered into June 30, 2015 Between Participating Members of the*

Surface Water Coalition and Participating Members of the Idaho Ground Water Appropriators, Inc. (“Settlement Agreement”), and any subsequent addenda thereto.

5. I was personally involved with the development of methods to internally divide IGWA’s mitigation obligations under the *Settlement Agreement*, including the annual delivery of 50,000 acre-feet of storage water to the Surface Water Coalition (“50kaf delivery obligation”), amongst its member Districts.
6. IGWA has historically divided the 50kaf delivery obligation among its member Districts as follows:

50kaf Delivery Obligation	
GWD	Proportionate Share
American Falls- Aberdeen	8,705
Bingham	8,593
Bonneville Jefferson	4,745
Carey Valley	173
Henry's Fork	-
Jefferson Clark	13,375
Madison	-
Magic Valley	8,000
North Snake	6,410
TOTAL	50,000

7. AFA has always performed its proportionate share of the 50kaf delivery obligation.

8. AFA has secured sufficient storage water to perform its proportionate share of the 50kaf delivery obligation (8,705 acre-feet) in 2024. See Exhibit 1 attached hereto, which has been signed by the Shoshone-Bannock Tribes. I have executed this agreement, as authorized by the AFA Board.
9. I have met with representatives of the Surface Water Coalition in recent days and understand that they are willing to work with AFA to adaptively manage the implementation of the *Settlement Agreement* in 2024, including accepting delivery of 8,705 acre-feet from AFA as sufficient for purposes of determining whether AFA is complying with the 50kaf delivery obligation.
10. AFA is committed to continue implementing the *Settlement Agreement*, including performing its proportionate share of the *2016 Plan's* required conservation obligation, in 2024 and beyond.

I declare under penalty of perjury under the laws of the State of Idaho that the foregoing is true and correct.

DATED this 17th day of May 2024.

/s Timothy P. Deeg
Timothy P. Deeg

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of May 2024, a true and correct copy of the foregoing document was served by email and addressed to the following:

Director Mat Weaver Garrick Baxter Idaho Department of Water Resources 322 E Front St. Boise, ID 83720-0098	Mathew.Weaver@Idwr.Idaho.Gov Garrick.Baxter@Idwr.Idaho.Gov File@Idwr.Idaho.Gov Kayleen.richter@idwr.idaho.gov Sarah.tschohl@idwr.idaho.gov
John K. Simpson Marten Law LLP P.O. Box 2139 Boise, ID 83701-2139	Jsimpson@Martenlaw.Com
Travis L. Thompson Marten Law LLP P. O. Box 63 Twin Falls, ID 83303-0063	Tthompson@Martenlaw.Com jnielsen@martenlaw.com abitzenburg@martenlaw.com
W. Kent Fletcher Fletcher Law Office P.O. Box 248 Burley, ID 83318	Wkf@Pmt.Org
Thomas J. Budge Elisheva M. Patterson Racine Olson, PLLP P.O. Box 1391 Pocatello, ID 83204-1391	Tj@Racineolson.Com Elisheva@Racineolson.Com
David W. Gehlert Natural Resources Section Environment and Natural Resources Division U.S. Department of Justice 999 18th St., South Terrace, Suite 370 Denver, CO 80202	David.Gehlert@Usdoj.Gov
Matt Howard U.S. Bureau of Reclamation 1150 N Curtis Road Boise, ID 83706-1234	Mhoward@Usbr.Gov

Rich Diehl City Of Pocatello P.O. Box 4169 Pocatello, ID 83205	Rdiehl@Pocatello.Us
Candice McHugh Chris Bromley Mchugh Bromley, PLLC 380 South 4 th Street, Suite 103 Boise, ID 838702	Cmchugh@Mchughbromley.Com Cbromley@Mchughbromley.Com
Robert E. Williams Williams, Meservy & Lothspeich, LLP P.O. Box 168 Jerome, ID 83338	Rewilliams@Wmlattys.Com
Robert L. Harris Holden, Kidwell, Hahn & Crapo, PLLC P. O. Box 50130 Idaho Falls, ID 83405	Rharris@Holdenlegal.Com
Michael A. Kirkham City Attorney City of Idaho Falls P.O. Box 50220 Idaho Falls, ID 83405	mirkham@idahofallsidaho.gov
Corey Skinner IDWR-Southern Region 1341 Fillmore St., Ste. 200 Twin Falls, ID 83301-3033	Corey.Skinner@Idwr.Idaho.Gov
Tony Olenichak IDWR-Eastern Region 900 N. Skyline Drive, Ste. A Idaho Falls, ID 83402	Tony.Olenichak@Idwr.Idaho.Gov
Skyler C. Johns Nathan M. Olsen Steven L. Taggart Olsen Taggart PLLC P.O. Box 3005 Idaho Falls, ID 83403	Sjohns@Olsentaggart.Com Nolsen@Olsentaggart.Com Staggart@Olsentaggart.Com
Dylan Anderson Dylan Anderson Law	Dylan@Dylanandersonlaw.Com

P. O. Box 35 Rexburg, ID 83440	
<i>COURTESY COPY TO:</i> William A. Parsons Parsons Smith & Stone P.O. Box 910 Burley, ID 83318	Wparsons@Pmt.Org



Maximilian C. Bricker, ISB #12283

Exhibit 1:

**Shoshone-Bannock Tribes and American Falls - Aberdeen Ground Water
District Executed Agreement Dated April 26, 2024**

MULTI-YEAR TRIBAL WATER LEASE AGREEMENT

This WATER LEASE (“**Lease Agreement**”) is made and entered into by and between the SHOSHONE-BANNOCK TRIBES of the Fort Hall Reservation (“Tribes”), acting through the Tribal Rental Pool Committee in the operation of the Tribal Water Supply Bank and the Fort Hall Business Council, and the following four groundwater districts: North Snake Ground Water District, Magic Valley Ground Water District, American Falls-Aberdeen Ground Water District, and Southwest Irrigation District, (collectively, “Districts”). The Tribes and Districts may be referred to herein collectively as the “parties” and individually as a “party.” This Lease Agreement shall be effective on the date executed by both parties.

RECITALS

A. Pursuant to *The 1990 Fort Hall Indian Water Rights Agreement*, the Tribes are entitled to federal storage contract rights, held in trust for the Tribes by the United States, in an amount of 2.8059% of the storage space in American Falls Reservoir and 6.9917% of the storage space in Palisades Reservoir. These contract storage rights are equivalent to full capacity volumes of 46,931 acre-feet in American Falls Reservoir and 83,900 acre-feet in Palisades Reservoir, and those water rights and the associated volumes of water are referred to herein as the “**Tribal Water Supply Bank**.” Due to sedimentation, the maximum annual volumes accrued to each of the contract storage rights are less than the stated capacity volumes.

B. The Shoshone-Bannock Tribes have adopted the Shoshone-Bannock Tribal Water Supply Bank Rules, which have been duly approved by the Idaho Water Resources Board, for the purposes of leasing storage water held by the Tribes in American Falls Reservoir for delivery and use in the Snake River Basin anywhere within Idaho, and for leasing storage water held by the Tribes in Palisades Reservoir for delivery and use in the Snake River Basin above Milner Dam.

C. The Districts desire to lease storage water from the Tribes based on the terms herein for use to satisfy requirements of a settlement agreement with the Surface Water Coalition, approved as a mitigation plan in IDWR Case No. CM-MP-2016-01.

Now, therefore, and in consideration of the covenants, obligations, and other valuable consideration referred to herein, the Tribes and Districts agree as follows:

1. Quantity of Leased Water. The water that is the subject of this Lease Agreement is referred to herein as the “**Rental Volume**”. The quantity of Rental Volume shall be defined under the terms below.

a. Each year of the Lease Agreement, the Tribes will commit to provide and Districts will commit to rent from the Tribes a volume of up to 15,000 acre-feet, subject to the terms and conditions provided below.

b. The Rental Volume will be supplied from the Tribal Water Supply Bank, which is comprised of the Tribes’ federal contract storage rights in American Falls and Palisades Reservoirs, as defined in the *1990 Fort Hall Indian Water Rights Agreement* and decreed

in the Snake River Basin Adjudication. The Tribal Water Supply Bank water that will be available for the Rental Volume excludes all other water rights and water assets of the Tribes, and such water rights and assets are not a part of this Lease Agreement.

c. The Tribes and Districts agree that the Tribes' obligation to deliver water under this Lease Agreement is contingent on the availability of water from the Tribal Water Supply Bank for rental. Each year, the Tribes will declare the quantity of water in the Tribal Water Supply Bank available as Rental Volume to the Districts within 5 business days of the Water District 1 publication date of storage allocation.

d. The quantity of water in the Tribal Water Supply Bank available as Rental Volume will be calculated by the Tribes as the Tribal Water Supply Bank storage allocation remaining after satisfaction of: (1) the estimated Michaud Unit irrigation demands, (2) an additional volume of storage water, not to exceed 5,000 acre-feet, to mitigate uncertainty, and (3) other lease contracts, separate from this Lease Agreement, entered into by the Tribes for use of the Tribal Water Supply Bank that carry a higher annual lease price as described in Section 1.e below. The quantity of available water may also be limited by court orders or other regulatory enforcement of applicable laws and regulations applicable to the Tribal Water Supply Bank water.

e. Nothing in this Lease Agreement shall operate to prevent the Tribes from leasing additional water from the Tribal Water Supply Bank to another party or parties. The total annual water supplies available to satisfy lease contracts from the Tribal Water Supply Bank will be determined as stated in Section 1.d above and allocated to each lease contract, which is active on the publication date of storage allocation, as follows: (1) the lease contract with the highest lease price (\$/acre-foot) will be satisfied in full up to its annual contract volume, (2) the lease contract with the second-highest lease price will next be satisfied in full up to its annual contract volume, and (3) additional lease contracts will be satisfied in a similar fashion with priority for supply given to lease contracts based on lease prices. The allocation of annual supplies to active lease contracts does not apply to Carryover Volume and Additional Volume described below.

f. Subject to reservoir space being available in the Tribal Water Supply Bank and approval by the Tribes, the Districts may elect to hold and carryover a portion of the Rental Volume in storage and not take delivery of that carryover water in the same year that it was declared available by the Tribes. This volume of water is referred to herein as "**Carryover Volume**". The Carryover Volume shall be accounted for as an independent volume of water within the Tribal Water Supply Bank, such that the annual Rental Volume calculation and other Tribal uses of its federal contract storage rights identified in Section 1.d shall not be drawn from the Carryover Volume. The Carryover Volume shall be annually reduced based on a pro-rata portion of the annual evaporative losses applied to the Tribal Water Supply Bank. The total Carryover Volume accumulated in previous years shall not exceed 10,000 acre-feet.

g. The Carryover Volume shall be reset to zero when the Tribal Water Supply Bank refills, indicated by a combined allocation of at least 128,000 acre-feet to the Tribes' federal

contract storage rights in American Falls and Palisades Reservoirs. No repayment or reimbursement shall be due to the Districts for lost Carryover Volume due to a reset. The Carryover Volume shall reset to zero at the end of this Lease Agreement term, unless otherwise agreed to in a separate writing by the Parties.

h. The Districts will have the option to lease additional water from the Tribal Water Supply Bank, in excess of 15,000 acre-feet, if it is made available for rental by the Tribes. This volume of water is referred to herein as “**Additional Volume**”. It is understood and acknowledged by the Districts and the Tribes that Additional Volume rentals may impact the availability of water as Rental Volume in future years. The Districts shall communicate to the Tribes an interest in leasing Additional Volume by April 1 of the year in which the Additional Volume is requested. The Tribes’ approval of Additional Volume leases shall be at the sole discretion of the Tribes and shall not be subject to the calculations defined in Section 1.d.

2. Water Delivery and Administration. Delivery of the Rental Volume shall occur when the Rental Volume has been released from either Palisades or American Falls Reservoir, and appropriately deducted from the Tribes’ storage account in these reservoirs. The Tribes and the Districts shall cooperatively work together to ensure the delivery of the Rental Volume to the Districts and the appropriate administration of such water.

a. The quantity of water to be leased under this Lease Agreement under Paragraph 1 has been reviewed by the Tribal Rental Pool Committee as required by the Shoshone-Bannock Tribal Water Supply Bank Rules.

b. Any carriage or other losses of Rental Volume that may occur downstream from American Falls Reservoir or Palisades Reservoir, as the source of water, shall be the responsibility of the Districts.

c. The scheduling of releases of the Rental Volume shall be in the sole discretion of the Districts, provided however, that the Districts shall notify and cooperate with the Tribes and the U.S. Bureau of Reclamation (Reclamation) to implement any storage release request. The Tribes and the Districts will cooperate with Reclamation and Water District 1 in measuring and accounting for the Rental Volume at the outflow of American Falls Reservoir and/or Palisades Reservoir.

d. The Rental Volume, Carryover Volume, and Additional Volume leases shall only be available for use by the Districts, and shall not be available for re-marketing or assignment to a third party, unless such re-marketing or assignment is agreed upon in writing by the Tribes.

3. Term. The term of this Lease Agreement shall be for five (5) years commencing on May 1, 2024 and terminating on October 31, 2028.

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a. After the initial term, the Lease Agreement will be automatically renewed on an annual basis, unless a termination letter is sent by the Tribes or the Districts six (6) months prior to the desired termination date of the Lease Agreement.

4. Agreement Contingencies. This Lease Agreement, and obligations hereunder, are expressly contingent upon:

a. Acquiring all approvals that may be required for the rental, release, delivery, and use of the Rental Volume by the Districts;

b. Payment by the Districts pursuant to Paragraph 5 below;

c. Delivery of the Rental Volume by the Tribes to the Districts prior to October 31 of each year during the term of this agreement, subject to the provisions of Paragraphs 5-7 below.

5. Payment. The “**Annual Lease Payment**” shall be calculated as the Rental Volume declared and made available for lease by the Tribes multiplied by the Lease Price. The Lease Price during the 5-year term shall be calculated as follows:

<u>Year</u>	<u>Lease Price Adjustment</u> <u>(\$/acre-foot)</u>	<u>Lease Price</u> <u>(\$/acre-foot)</u>
2024	\$0	\$70.00
2025	Maximum of \$1 per acre-foot or % change in Consumer Price Index for All Urban Consumer (CPI) from January 1, 2024 to December 31, 2024 multiplied by the 2024 Lease Price, rounded to the nearest dollar, but not to exceed \$5 per acre-foot	2024 Lease Price + 2025 Adjustment
2026	Maximum of \$1 per acre-foot or % change in CPI from 1/1/2025 to 12/31/2025 multiplied by the 2025 Lease Price, rounded to the nearest dollar, but not to exceed \$5 per acre-foot	2025 Lease Price + 2026 Adjustment
2027	Maximum of \$1 per acre-foot or % change in CPI from 1/1/2026 to 12/31/2026 multiplied by the 2026 Lease Price, rounded to the nearest dollar, but not to exceed \$5 per acre-foot	2026 Lease Price + 2027 Adjustment
2028	Maximum of \$1 per acre-foot or % change in CPI from 1/1/2027 to 12/31/2027 multiplied by the 2027 Lease Price, rounded to the nearest dollar, but not to exceed \$5 per acre-foot	2027 Lease Price + 2028 Adjustment

a. If the full Rental Volume is not available in any particular year, the Districts shall pay the dollar per acre-foot Lease Price stated above for that year for the Rental Volume available.

b. The Districts shall be obligated to make the Annual Lease Payment each year whether or not the Districts take delivery of any amount of the Rental Volume by October 31 of each year.

c. The Districts shall make payments for the Carryover Volume in the year that the water is first declared available as Rental Volume by the Tribes, and shall not make a second payment for the water in subsequent years when it is delivered for use.

- d. The annual lease price adjustment shown in the table above shall be applied in each subsequent year that the Lease Agreement is renewed under Section 3.a after the initial 5-year term.
- e. Payments for Additional Volume leases shall be based on the lease price stated above for the year in which the Additional Volume lease takes place, and such payments shall represent an addition to the Annual Lease Payment due to the Tribes.
6. Payment Schedule. The lease payments shall be payable by the Districts as follows:
- a. 50% of the total Annual Lease Payment is due by July 1 of each year of the Lease Agreement;
- b. The balance of the total Annual Lease Payment is due by November 1 of each year of the Lease Agreement;
- c. Payments for Additional Volume leases shall follow the payment schedule defined above for the Rental Volume leases.
- d. All payments are payable by wire transfer to the Tribes within five (5) business days of due date stated above.
7. Termination. Either the Tribes or the Districts may terminate this Lease Agreement in accordance with the provisions below:
- a. Either the Tribes or the Districts may terminate this Lease Agreement:
- i. For any violation or breach of the terms of this Lease Agreement; or
 - ii. If any of the terms and conditions of any approval of the lease arrangement, or other applicable state or federal law, rule, or regulation, or the administration of the leased water, are inconsistent with the terms of this Lease Agreement.
- b. Termination shall be effective within 30 days of provision of written notice to the other party detailing the basis for such termination. The party against whom such termination is asserted shall have 30 days to cure the violation or breach that is the basis for the termination.
- c. Termination may be subject to the Conflict Resolution provisions of Section 8.e, if the party against whom termination is sought disagrees with the basis of the termination.
- d. In the event of any such termination, there shall be an accounting of lease payments paid by the Districts and leased water delivered by the Tribes as of the termination date. The Districts shall pay for all leased water delivered. In the event the Districts have submitted payment for leased water that remains undelivered by the termination date, the Tribes shall refund any lease payments received for leased water that remains undelivered,

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and the Tribes will not be obligated to provide such water unless the parties otherwise agree in writing.

8. Miscellaneous Provisions.

a. Amendments. No amendment or modification of this Lease Agreement or its provisions shall be effective unless documented in writing and approved and executed by all parties with the same formality as this Lease Agreement.

b. Force Majeure. Delays or inability to perform any of the requirements of this Lease Agreement within the term or time limits prescribed herein shall be excused to the extent that performance is rendered impossible by any event beyond the control of either party including but not limited to drought, governmental acts or orders or restrictions, existing legal obligations, failure of suppliers, war, terrorism or any other reason where failure to perform is beyond the reasonable control of and is not caused by the conduct of the non-performing party. A force majeure event shall not include financial inability to complete performance of an obligation.

c. Notices. All notices and other communications under this Lease Agreement shall be in writing. Notices shall be deemed as duly received on the date of service, if served personally on the party to whom notice is to be given. Notices shall also be deemed as duly received five (5) days from the date said notice is mailed to the party to whom notice is to be given, either by first class mail, registered or certified, postage prepaid or by express delivery with handling prepaid, and properly addressed as follows:

If to the Shoshone-Bannock Tribes:

Chairman, Fort Hall Business Council
Shoshone-Bannock Tribes
P.O. Box 306
Fort Hall, Idaho 83203

With a Copy to:

Tribal Water Engineer
Shoshone-Bannock Tribes Water Resources Department
P.O. Box 306
Fort Hall, Idaho 83203
Phone: (208) 239-4580

If to the Districts:

Tim Deeg, Chairman
American Falls-Aberdeen Ground water District
2957 Deeg Road
American Falls, ID 83211

With a Copy to:

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Sarah Klahn
Somach Simmons & Dunn
1155 Canyon, Suite 110
Boulder, CO 80302

- d. Compliance with Laws and Usage. The Parties, at their own expense, will comply with all federal, state, and tribal laws, ordinances, rules, and regulations applicable to this Lease Agreement and the business conducted pursuant thereto.
- e. Conflict Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to the Lease Agreement or the breach thereof, the Tribes and the Districts agree as follows:
- i. The Tribes and the Districts agree to initially submit such dispute to non-binding mediation in an effort to resolve the same.
 - ii. In the event that formal legal proceedings are commenced in connection with this Agreement, the parties agree that the Shoshone-Bannock Tribal Court shall be the sole, proper and exclusive forum and venue for such proceedings.
 - iii. The laws and regulations of the Shoshone-Bannock Tribes shall govern the interpretation of this Lease Agreement and/or any formal legal proceedings commenced regarding this Lease Agreement.
- f. Attorneys' Fees. In any action concerning the terms or enforcement of this Lease Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, including any costs and attorneys' fees incurred in appellate proceedings.
- g. Binding Effect. All of the covenants, conditions, and provisions of this Lease Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- h. Entire Agreement. This Lease Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.
- i. Severability. If any provision of this Lease Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Lease Agreement, but such other provisions shall continue in full force and effect.
- j. Headings. The headings of paragraphs and sections in this Lease Agreement are inserted only as a matter of convenience and for reference purposes, and they do not define, limit, or describe the scope of this Lease Agreement or the intent of any of the provisions thereof.
- k. Sovereign Immunity. Neither the execution of this Lease Agreement, nor any provision contained herein shall be interpreted to act as a waiver of the Shoshone-Bannock Tribes' sovereign immunity. The Shoshone-Bannock Tribes hereby specifically reserves and

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retains its sovereign immunity and any rights appurtenant thereto. The Shoshone-Bannock Tribes' sovereign immunity from suit may only be waived by resolution of the Fort Hall Business Council.

l. Contract Interpretation. The parties have participated jointly in the negotiation and drafting of this Lease Agreement. In the event an ambiguity or question of intent or interpretation arises, this Lease Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Lease Agreement.

m. No Third Party Beneficiary. This Lease Agreement is exclusively for the benefit of and governs only the parties hereto. The Tribes and the Districts are the only parties to this Lease Agreement and are the only parties entitled to enforce the terms of this Lease Agreement. Nothing in this Lease Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

n. Indemnification. The Districts indemnify the Tribes and its officers, subsidiaries, agents, and employees (the "Indemnitees") and the Districts shall hold the Indemnitees harmless for any damages, claims, demands, personal injury, illness, death, property damage, or other loss resulting in any manner in connection with the Districts' use of the water leased pursuant to this Lease Agreement.

o. No Waiver. Forbearance in enforcing any right or remedy under this Lease Agreement shall not be deemed a waiver nor shall it be the basis for an inference that any party hereto has waived any provision hereof or that a party has waived any right hereunder.

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This Lease Agreement shall be signed in triplicate and shall be effective when signed by both the Tribes and the Districts.

SHOSHONE-BANNOCK TRIBES:

Date: 4-26-24 By: [Signature]

Chairman
Fort Hall Business Council

GROUNDWATER DISTRICTS:

Date: _____ By: _____

Lynn Carlquist, Chairman, North Snake Ground Water District

Date: _____ By: _____

Dean Stevenson, Chairman, Magic Valley Ground Water District

Date: April 28, 2024 By: Timothy P Deeg

Tim Deeg, Chairman, American Falls-Aberdeen Ground Water District

Date: _____ By: _____

Randy Brown, Chairman, Southwest Irrigation District

RESOLUTION

WHEREAS, the Fort Hall Business Council has the ultimate responsibility for budget approvals and overseeing the administration of all Tribal funds, as well as those funds awarded to the Shoshone-Bannock Tribes through contracts, grants, and cooperative agreements, regardless of source; and

WHEREAS, the Tribal Water Bank was established for the benefit of the Shoshone-Bannock Tribes under the "1990 Fort Hall Indian Water Rights Agreement," utilizing Tribal contract storage rights in the American Falls and Palisades reservoirs; and

WHEREAS, the water right holders in lower ground water districts are seeking to avoid the risk of water curtailment that will require a mitigation water in order to continue to irrigate; and

WHEREAS, the Tribal Water Resources Department (Department) has offered mitigation water from the Tribes' storage water supplies to the lower ground water users at a minimum rate of \$70.00 dollars an acre-foot (AF); and

WHEREAS, the Department recommends supplying 15,000 acre-feet of storage water from the Tribal Water Bank for a period of five years (2024-2028), at a rate of \$70.00 an AF; now

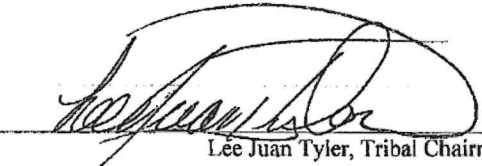
THEREFORE, BE IT RESOLVED BY THE BUSINESS COUNCIL OF THE SHOSHONE-BANNOCK TRIBES, that the approval is given to enter into a multi-year lease agreement with the lower ground water users for a period of five years, for 15,000 acre-feet of storage water supplies per year, at a rate beginning at \$70.00 per acre-feet, increasing annually as outlined in the attached Multi-Year Tribal Water Rental Agreement; and

BE IT FURTHER RESOLVED, that funds derived from the aforementioned lease agreement(s) will be used to assist with costs associated with monitoring program and water resources projects, as well as costs associated with water management and implementation of the "1990 Fort Hall Indian Water Rights Agreement; and

BE IT FINALLY RESOLVED, the Tribal Chairman or official designee is hereby authorized to sign the Tribal Water Lease Agreement; and

Authority for the foregoing resolution is found in the Indian Reorganization Act of July 18, 1934 (48 Stat., 984), as amended, and in the Shoshone-Bannock Tribes Constitution and Bylaws of the Fort Hall Reservation, as amended, including but not limited to the authority found in the Constitution, Article VI.

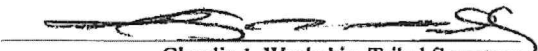
Dated this 21st day of March 2024.


Lee Juan Tyler, Tribal Chairman
Fort Hall Business Council

S E A L

CERTIFICATION

I HEREBY CERTIFY, that the foregoing resolution was passed while a quorum of the Business Council was present by a vote of 6 in favor and 1 not voting (LJT) on the date this bears.


Claudia J. Washakie, Tribal Secretary
Fort Hall Business Council

CTRT-2024-0169