

THIS MEMORANDUM OF UNDERSTANDING is entered into this ____ day of ____, January, 2007 by and between the IDAHO DEPARTMENT OF FISH AND GAME ("IDFG") and the BOISE FAMILY YMCA ("YMCA").

WHEREAS, IDFG has developed the Horsethief Reservoir in Valley County, Idaho and provides fishing and other recreational activities at the Horsethief Reservoir available to the public of the State of Idaho; and

WHEREAS, the development of the camp by YMCA would be compatible with the purposes for which IDFG developed the Horsethief Reservoir and compatible with the fishing and recreational opportunities at the Horsethief Reservoir; and

WHEREAS, IDFG owns fifty feet along the entire frontage of Horsethief Reservoir dividing the water from the YMCA property; and

WHEREAS, IDFG holds three water rights for fish propagation at the Horsethief Reservoir: water right no. 65-2818; water right no. 65-2957; and 65-2966; and

WHEREAS, all three of these water rights received partial decrees in the SRBA on October 31, 2000; and

WHEREAS, it is uncertain whether there is sufficient water available to either of the properties on the shores of the Horsethief Reservoir which would enable YMCA to develop camp whereas it is essential to YMCA and its potential donors to know that there will be water available for the camp if necessary; and

WHEREAS, YMCA is interested in providing water front activities that encroach and impact IDFG property and existing wetlands; and

WHEREAS, IDFG at times must draw down water levels within the Reservoir or use chemical treatment to maintain appropriate conditions for fish management; and

WHEREAS, IDFG and YMCA share the same road to access their properties.

NOW, THEREFORE, for ONE DOLLAR (\$1.00) and other good and valuable consideration, IDFG and YMCA agree as follows:

1. IDFG reserves the right to manage the water in Horsethief reservoir for the benefit of a public fishery, which may at times require drawdown or chemical treatment for control of undesirable fish species or vegetation. All appropriate permits will be obtained, but such management activities may preclude availability of the reservoir water for other uses and may create undesirable aesthetic conditions. IDFG shall coordinate with the YMCA 1 year prior to performing such management actions that warrant the use of drawdown or chemical treatment of the reservoir.
2. YMCA will make efforts to acquire sufficient water rights from ground water sources located on the two parcels of property to provide the camp with sufficient domestic water supplies to operate a YMCA camp. The YMCA will provide IDFG with a report of the estimate of water available for the camp from ground water sources located on the property.

3. If the tests demonstrate there are sufficient ground water sources located on the property, YMCA will seek a ground water right in its own name, and IDFG will not object or protest any ground water rights to supply water to the YMCA camp.
4. If the tests demonstrate that there is insufficient water to supply the needs of the camp from the ground water resources under the property, YMCA may apply for a new surface water right from Horsethief Reservoir to serve the needs of the camp, and IDFG will not protest such water right application.
5. If the IDWR determines that a new surface water right is not available for the YMCA camp, IDFG agrees to transfers a portion of its water right from among the three water rights identified above at Horsethief Reservoir to YMCA for the purposes of operating a camp.
6. This transfer will be subject to approval by the Idaho Department of Water Resources (IDWR) for a change of place of use and a change in nature of use.
7. IDFG shall cooperate with YMCA in any efforts to accomplish the transfer and/or water rights described herein.
8. This agreement to transfer water rights and to refrain from protests is not assignable by YMCA to another party.
9. The transfer or water right application may be made to YMCA.
10. IDFG requires that a water quality analysis be provided prior to any work performed to be used as the existing condition baseline for nutrient and bacteria levels. A yearly monitoring program shall be developed to report on these levels and verify that they remain within acceptable standards as set by the existing condition baseline. The program will sample specifically for _____, _____, and _____.
11. IDFG has agreed to allow the YMCA to install a dock at the reservoir along the beach, meeting the size requirements determined by IDFG.
12. IDFG has agreed to cooperate with the YMCA in a joint permit for wetland impacts on the Reservoir shoreline adjacent to the YMCA property and to allow the YMCA to lead this process.
13. IDFG has agreed to allow the YMCA to regulate public access to the shoreline within the 50 foot strip of land owned by IDFG adjacent to the proposed camp in order to ensure child safety for shoreline water activities by means of a buoyed marker rope across a portion of the bay or other means as necessary and agreed upon.
14. IDFG requires the YMCA to assist with maintaining and making limited improvements to the access road to the camp by way of the reservoir dam if the YMCA is using the road as the primary access to the site. See Attachment A for a location map. All maintenance and improvements shall be discussed and approved by both parties prior to beginning work. Currently, the IDFG grades and reshapes the road approximately 3 to 4 times per year and adds gravel every other year. Costs shall be split 50 percent by both parties or as deemed equivalent by usage.

DATED THIS ____ day of January 2007.

BOISE FAMILY YMCA

By: _____

Jim Everett, President

IDAHO FISH AND GAME

By: _____

Its: _____