

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into by and between the Director of the Department of Water Resources, (hereinafter called the Director) and the water users of Water District No. 1, Upper Snake River, (hereinafter called Water District No. 1) acting through the Water District advisory committee known as the Committee of Nine.

WHEREAS, the statutes of the State of Idaho provide for the Director to have direction and control of the distribution of the waters of the state to those holding valid rights to the use thereto; and

WHEREAS, the Water District No. 1 authorized the Committee of Nine, as advisors to, and elected representatives of the water district, by resolution duly adopted at the March 2, 1993, annual meeting of the water users of the district to enter this memorandum of understanding continuing a cooperative program with the Director to provide watermaster services for Water District No. 1 and

WHEREAS, the Committee of Nine will, among other things, serve as advisors to the Director and the watermaster in matters relating to the distribution of the natural flow and stored water within the district:

NOW, THEREFORE, the Director agrees to provide the following services to Water District No. 1, effective upon the execution of this memorandum of understanding and to continue to provide the services from year-to-year as herein provided upon election of the regional manager of the Department as watermaster and the adoption of a budget by the water users at the annual water district meeting authorizing expenditures in accordance with the purposes of this memorandum of understanding:

- 1) To provide watermaster services to Water District No. 1 for the period from the effective date of this memorandum until the end of any subsequent water district year as agreed to by the water users of Water District No. 1 at their annual meeting and the director of the Department. Such watermaster services will be provided under the direction of the regional manager of the Department's Eastern Region consistent with the provisions of Title 42, Idaho Code.

- 2) To provide the equivalent of 2/3 of a person year of the Regional manager as watermaster throughout the Water District year and to provide any additional part time

or full time employees as necessary for the water distribution operations of Water District No. 1 in accordance with its adopted budget.

3) To provide office space as necessary for operation of Water District No. 1 and to provide Department vehicles for use by full-time employees of the Department, to conduct Water District business, and to share the use of other Department equipment and facilities as are necessary to equitably distribute the waters to the users within Water District No. 1.

WATER DISTRICT NO. 1 agrees as follows:

1) To pay the Department, on an advance basis, sufficient funds to cover the costs of operations incurred in providing watermaster services to Water District No. 1 provided, however, that reimbursement for the watermaster shall not exceed 2/3 of the personnel costs of the regional manager and provided further that all other costs incurred in conducting Water District No. 1 business will be paid in full. Indirect costs will be paid at the rate approved by the Department of the Interior Inspector General and current at the time of the water district annual meeting. The approved indirect rate shall be reduced in recognition of the Department's statutory responsibility to supervise water distribution by subtracting in the indirect calculation any personnel costs included for the Director and the Administrator of the Water Management Division.

Mileage and per diem costs will be based upon the rate provided by state law for state employees.

The Department will credit the District for a portion of the District's expenditures to the U.S. Geological Survey for the cooperative streamgaging program. The amount credited each year will be one-half (1/2) the amount the district pays for that year to the U.S. Geological Survey for operation of certain streamgages the Director determines are needed for data collection purposes needed by the Department other than and in addition to the District's water distribution data needs.

THE PARTIES mutually agree that:

1) The regional manager and any other persons directly employed by the Department as classified state employees, performing duties on behalf of Water District No. 1 under this memorandum will only perform duties necessary to:

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a) Deliver and account for distribution of natural flow and stored water within the District,

b) Provide assistance to the Committee of Nine in operating the local rental pool. This assistance will include accepting applications to put water into the pool and to rent water from the pool, receipting and depositing funds associated with the bank, providing information on the water in the bank and rentals therefrom. The Committee of Nine, or its designated subcommittee will determine the water leases and rentals and approve all disbursements of rental pool money.

c) Prepare reports and proposed budgets as required by Title 42, Idaho Code.

d) Provide technical assistance and information to the Committee of Nine and the Department relative to the water distribution and water banking duties of the watermaster.


The Committee of Nine will make other arrangements for representation and management of any other interests of the water users within the Water District as directed at the annual meeting.

2) The director of the Department and the chairman of the Committee of Nine shall consult annually prior to the end of the water district's fiscal year concerning the continuation of this memorandum and any need for modification of it.

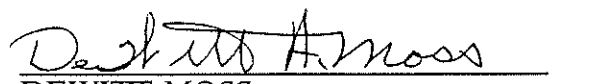
3) This memorandum of understanding will continue from year to year and can be amended or terminated at any time by agreement of the director of the Department and Water District No. 1, on the recommendation of the Committee of Nine.

4) This memorandum of understanding supersedes and replaces the memorandum of understanding dated March 3-4, 1979.

5) Nothing in this agreement will act to change, modify, or release either party of any obligation or responsibility otherwise provided by contract or by law.

  
R. KEITH HIGGINSON  
Director  
Department of Water Resources

Date: 3/04/93

  
DEWITT MOSS  
Chairman  
Committee of Nine/Water District No. 1

Date: 3/10/93