

RECEIVED

JAN 31 2022

MEMORANDUM OF UNDERSTANDING

DEPT OF WATER RESOURCES
SOUTHERN REGION

This Memorandum of Understanding (MOU) is entered into between the Department of Water Resources (the Department), and the water users of Water District No. 143, Raft River Basin (Water District), acting through the Water District Advisory Committee (Advisory Committee).

Recitals

A. The statutes of the State of Idaho require the Director to have direction and control of the distribution of the waters of the state to those holding valid water rights within water districts created pursuant to Title 42, Chapter 6, Idaho Code.

B. On January 25, 2022, the Water District authorized the Advisory Committee, as advisors to, and elected representatives of the Water District, to enter into an agreement with the Department to provide the Water District with watermaster services.

Agreement

The parties agree as follows:

1. The Department will provide the following services to the Water District:
 - a. Watermaster services as described in the Water District adopted resolutions and budget (Resolutions), attached, and incorporated by this reference. Such watermaster services will be provided consistent with the provisions of Title 42, Chapter 6, Idaho Code.
 - b. Any full-time or part-time employee(s) as necessary for the water distribution operations of the Water District in accordance with its adopted budget. Any persons directly employed by the Department as classified state employees, performing duties on behalf of the Water District under this MOU will only perform those duties as described in the Resolutions.
 - c. Office space as necessary for the operation of the Water District and 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 administer, monitor, regulate and distribute the waters to the users within the Water District.
2. The Water District will pay the Department, in accordance with the Resolutions, sufficient funds to cover the costs of operations incurred in providing watermaster services. Reimbursement shall not exceed the personnel costs and other costs incurred in conducting Water District business and providing watermaster services. Indirect costs will be paid at the rate approved by the Cognizant Federal Agency and current at the time of the water district annual meeting.
3. This MOU shall take effect on the date when all parties have signed. This MOU shall automatically renew each year for five years, subject to the Water District adopting a resolution and budget each year providing funds for this MOU. The MOU can be terminated by written agreement of the Director of the Department and the Water District, on the recommendation of the Advisory Committee.

4. No waiver, modification, or amendment of this MOU or any of its terms is valid unless in writing executed by both parties.
5. Nothing in this MOU will act to change, modify, or release either party of any obligation or responsibility otherwise provided by contract or by law.
6. This MOU is executed in duplicate. Each of the two documents with an original signature of each party shall be an original.

The parties have executed this MOU on the date following their respective signatures.

State of Idaho
**IDAHO DEPARTMENT OF WATER
RESOURCES**
322 East Front Street
PO Box 83720
Boise, ID 83720-0098

WATER DISTRICT 143
PO Box 122
Almo, ID 83312

Gary Spackman
Gary Spackman
Director
2/14/2022
Date.

Mike Wheeler
Mike Wheeler
Advisory Committee Chairman
Jan 25, 2022
Date