

Memorandum of Agreement

between the

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
BUREAU OF LAND MANAGEMENT

and the

STATE OF IDAHO
IDAHO WATER RESOURCES BOARD
IDAHO DIVISION OF ENVIRONMENTAL QUALITY

and the

AMERICAN FALLS RESERVOIR DISTRICT No. 2
and the
LOWER SNAKE RIVER AQUIFER RECHARGE DISTRICT

I. Background

This project is a cooperative effort between Idaho Water Resources Board (IWRB), Lower Snake River Aquifer Recharge District (LSRAD), and American Falls Reservoir District No.2 (AFRD2), (collectively, hereafter referred to as the Sponsors), Idaho Department of Water Resources (IDWR), and Idaho Division of Environmental Quality (IDEQ), and Bureau of Land Management (BLM), and the Bureau of Reclamation (Reclamation). Concerns have been raised due to declines in groundwater levels and spring flows in the Magic Valley area of the Snake River Plain Aquifer. The Sponsors of the project have requested that they be permitted to construct an outlet at Mile 31 on the Milner-Gooding Canal (a Reclamation facility). This outlet would have capacity to pass approximately 450 cubic feet/second (cfs) of water to a tract of land managed by the BLM and Reclamation. Pursuant to this Memorandum of Agreement (MOA), the Sponsors are permitted to construct an outlet structure that meets Reclamation and AFRD2 specifications and to deliver 450 cfs of water through the Milner-Gooding Canal to public lands in parts of Sections 1, 2, 3, 11; T8S, R19E, B.M. in Jerome County, Idaho.

The purpose of this project is to determine the feasibility of recharging the Snake River Aquifer with flows from the Snake River under existing or new water rights. The evaluation of water supply for this project is based on maintaining a flow of at least 3200 cfs in the Snake River below Milner Dam while project diversions are made. This flow is exceeded approximately 29 percent of the time based on observed flows from October 1, 1957, to September 30, 1997. Water for this demonstration study will be available subject to the constraints of existing space holder contracts, State water law, and operation and maintenance needs of AFRD2. Water Right No. 01-07054, a natural flow right, held by the Idaho Water Resources Board for this effort

stipulates that the permit is secondary to all prior rights, including hydroelectric generation. Due to canal loss, the estimated diversion required to provide the 450 cfs will be approximately 800 cfs.

II. Objectives

The purpose of this MOA is to provide a monitoring and management program for the Mile 31 Recharge Demonstration Project. The objective of the project is to enhance ground water levels in the aquifer and increase flows at Blue Lakes, Box Canyon Springs, and perhaps other springs in the Thousand Springs Area. The success of this project will determine if large scale recharge is feasible. Success will be measured by showing that:

- 1) recharge in the Mile 31 area has the effect of slowing declines, or increasing, spring discharge and ground water levels,
- 2) ground water quality is maintained or improved,
- 3) locations and timing of recharge to maximize benefits, (slowing declines or causing increasing spring discharges and ground-water levels) can be determined , and
- 4) knowledge and understanding of the regional and local aquifer response to external manipulation is increased

III. Statement of Work

A. Joint Responsibilities

1. Reclamation, BLM, the Sponsors, IDWR, and IDEQ will meet annually in the fall to determine the likelihood of available water for recharge within the constraints of this MOA. The parties will exchange information on any findings that they have made during the previous recharge period concerning water quality, spring flows, river flows, fisheries, and any other subjects concerning the implementation of this recharge effort.

2. Reclamation, BLM, the Sponsors, IDWR, and IDEQ will make recommendations for recharge water releases provided for in this MOA to Water District 01.

3. Reclamation, BLM, the Sponsors, and IDEQ will ensure that the constraints placed on the implementation of this project and listed below are complied with in full. In the event that the constraints placed on this project cannot be adhered to, the parties to this agreement will meet to discuss potential options which may allow for the continued operations of the project. If a solution cannot be agreed upon, then the MOA will be considered void.

4. Reclamation, BLM, the Sponsors, and IDEQ will jointly participate in preparing and releasing all public information related to this MOA.

B. Reclamation Responsibilities

1. Reclamation will permit the Sponsors to use the Milner-Gooding Canal (a Reclamation facility) to transport recharge water to Mile 31, and to construct an outlet structure that meets both Reclamation and AFRD2 specifications, to deliver up to 450 cfs of water to public and Reclamation lands.

2. Reclamation is obligated to ensure that operation of the canal for irrigation needs will not be impeded, and will not put at risk any space holder contracts, or other obligations, to meet the requirements of the MOA.

3. Reclamation will meet all contract commitments now in place for the Snake River water storage system.

4. Reclamation will meet all obligations presented in the US Fish and Wildlife Service Biological Opinion on the Reclamation's Operations and Maintenance Activities in the Snake River Basin Upstream of Lower Granite Dam Reservoir, dated October 15, 1999.

5. Reclamation will forego any cash payments due the U.S. Treasury by the Sponsors as required under the provisions of the Warren Act for the use of Reclamation facilities. Instead, Reclamation will annually receive tabulated recharge data, including daily diversion records in cfs, daily well monitoring reading in feet (water surface elevations), and water quality parameters. To meet the objective of this paragraph, Reclamation will need to participate in the development of the water quality and well monitoring protocol.

C. Bureau of Land Management Responsibilities

1. The BLM will determine and conduct the appropriate environmental compliance on the public lands and Reclamation lands under their management and may permit the sponsors to discharge water on to the tract in accordance with this agreement.

D. The Sponsors

1. The Sponsors will construct an outlet to Reclamation and AFRD2 specifications in the Milner-Gooding Canal at Mile 31, capable of passing no more than 450 cfs. Once construction is complete, the disturbed canal bank and other lands disturbed by construction shall be reseeded with fast growing, non-noxious vegetation to prevent erosion and encroachment of noxious weeds.

2. The Sponsors will operate the outlet works only when there is sufficient flow in the Snake River to fully meet the projects constraints and within permitted water rights, subject to the laws of the State of Idaho.

3. The Sponsors will monitor the recharge effort by collecting data on changes in ground water quality and quantity. A water quality monitoring plan, mutually agreed upon by all parties,

will provide details of methodology and parameters to be monitored.

E. Idaho Division of Environmental Quality

1. IDEQ will be responsible for approving and reviewing the sponsor's monitoring effort.

F. Idaho Department of Water Resources

1. IDWR will be responsible for supervising distribution of recharge water.
2. IDWR will administer the recharge permit.
3. IDWR will evaluate the monitoring data for water quantity impacts of the project.
4. IDWR will provide a report summarizing the results of the project on an annual basis.

IV. Constraints

1. The eventual outcome and decisions based on this demonstration project have recognizable and/or controversial environmental affects that require in-depth analysis prior to implementation of a large scale recharge effort. Therefore, nothing in this MOA shall be construed to allow a time extension or an expansion of the scope of this demonstration project. While not assured, it is the intention of the parties to this MOA to meet and discuss an extension of this project if drought, or other conditions beyond the control of the sponsors, prevents collection of sufficient data to validate use of the site for recharge purposes. However, it must be recognized that any extension of this project will require additional environmental analysis and consultation required by the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA). To adequately facilitate an extension beyond the five years outlined in this MOA, it is anticipated this additional analysis would need to begin after the third year of this project's operation.

2. Resource agencies have indicated that a flow of at least 3200 cfs below Milner Dam is required to insure that the fishery resource, primarily white sturgeon, is not adversely impacted. However, the river flow records cited above indicate that these flows only occur approximately 29 percent of the time for the expected recharge diversion time frame. Flows below Milner are the result of the hydroelectric generation at Milner Dam and flood operations of the Upper Snake River Reservoirs. Therefore, recharge diversions shall occur only when all upstream rights are filled and/or the storage system is in a flood operation mode and the total flow past Milner Dam is in excess of 3200 cfs. Recharge diversions shall not be made if flows are less than 3200 cfs. At no time shall the recharge diversion cause the flow below Milner Dam to be less than 3200 cfs.

3. To insure that water quality is not degraded, the sponsors of this study shall monitor the water quality of diverted flows and the ground water quality at the recharge site. A peer reviewed water quality monitoring plan shall be submitted to the parties of this MOA prior to the onset of construction. If monitoring results indicate water quality is being degraded due to the recharge effort, the parties to this agreement will meet to discuss potential options which may allow for the continued operations of the project. If however, due to demonstrated adverse impacts to water quality resulting from this project, and if IDEQ makes the request, the project will be discontinued.

4. Prior to the construction of the outlet works and diversion of recharge water the Sponsors shall enter into this binding MOA with Reclamation and other parties agreeing to the above listed constraints. In the event that the constraints placed on this project cannot be adhered to, the parties to this agreement will meet to discuss potential options which may allow for the continued operations of the project. If a solution cannot be agreed upon, then the MOA will be considered void.

5. Approval from both Reclamation and AFRD2 must be obtained before any modifications or changes, associated with this demonstration project, are made to the canal.

V. Funding

Reclamation, BLM, IDWR, the Sponsors, and IDEQ will provide funding for their respective efforts in accomplishing the work specified in this agreement. The funding of work by others shall be negotiated to decide funding responsibility.

VI. Term of MOA

This MOA becomes effective on the date of the last signature hereto and shall remain valid for five years unless terminated by the parties.

VII. Termination

Any party to this agreement may terminate the agreement as it applies to the party upon notice in writing to the other parties at least 60 days in advance of the effective date of the termination. Any party may formally request amendment of the agreement.

IX. Representatives

The Bureau of Reclamation's representative for the purposes of this MOA is Steven L. Brawley, (208) 678-0461 Extension 15.

The Bureau of Land Management representative for the purpose of this MOA is Bill Baker.

The Idaho Water Resource Board representative for the purpose of this MOA is Clarence Parr.

The American Falls Reservoir District II representative for the purpose of this MOA is Lynn

Harmon.

The Idaho Department of Water Resources representative for the purpose of this MOA is Karl Dreyer, or his designee.

The Idaho Division of Environmental Quality representative for the purpose of this MOA is Doug Howard.

The Lower Snake River Aquifer Recharge District representative for the purpose of this MOA is Dan McFadden.

IX. Signatures

Bureau of Reclamation

Signature: _____

Typed Name: Jerrold D. Gregg

Title: Area Manager

Date: _____

Idaho Water Resources Board

Signature: _____

Typed Name: Clarence Parr

Title: Chairman

Date: _____

American Falls Reservoir District II

Signature: _____

Typed Name: Lynn Harmon

Title: Manager

Date: _____

Lower Snake River Aquifer Recharge District

Bureau of Land Management

Signature: _____

Typed Name: Bill Baker

Title: Field Office Manager

Date: _____

Idaho Department of Water Resources

Signature: _____

Typed Name: Karl Dreyer

Title: Director

Date: _____

Idaho Division of Environmental Quality

Signature: _____

Typed Name: Steve Allred

Title: Administrator

Date: _____

Signature: _____

Typed Name: Dan McFadden

Title: _____

Date: _____