



United States Department of the Interior

OFFICE OF THE SECRETARY

Program Director
CUP Completion Act Office
302 East 1860 South
Provo, Utah 84606-7317

IN REPLY REFER TO:

CA-1000
PRJ-28.00

MAR 15 2005

Mr. Don A. Christiansen
General Manager, Central Utah
Water Conservancy District
355 West University Parkway
Orem, UT 84058

Subject: Fully Executed Implementation Agreement No. WS-04-150, Dated March 15, 2005, Among the Central Utah Water Conservancy District, the Bureau of Reclamation, the Springville Irrigation District, Mapleton Irrigation District, South Utah Valley Municipal Water Association, Springville City, Mapleton City, and the U.S. Department of the Interior - Utah Lake System, Section 202(a)(1) of the Central Utah Project Completion Act (CUPCA)

Dear Mr. Christiansen:

Please find enclosed a duplicate original of the Implementation Agreement No. WS-04-150, for the Springville – Mapleton Lateral Pipeline, Utah Lake System, which has been fully executed.

On behalf of the Department of the Interior, I would like to express our appreciation to you and your staff for your cooperation and efforts which have resulted in the execution of this agreement that is associated with the Utah Lake System. If you have any questions regarding this matter or this agreement, please contact me at 801-379-1103.

Sincerely,

Ronald Johnston
Program Director

Enclosure

IMPLEMENTATION AGREEMENT
AMONG
THE DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL UTAH WATER CONSERVANCY DISTRICT
SPRINGVILLE IRRIGATION DISTRICT
MAPLETON IRRIGATION DISTRICT
MAPLETON CITY
AND
SPRINGVILLE CITY

TO IMPLEMENT CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE
MAPLETON-SPRINGVILLE LATERAL
AND
RELATED CONSERVATION PROJECTS
OF THE
UTAH LAKE DRAINAGE BASIN WATER DELIVERY SYSTEM
CENTRAL UTAH PROJECT

THIS IMPLEMENTATION AGREEMENT is made this 15th day of March, 2005, pursuant to the Central Utah Project Completion Act (Titles II through VI of Public Law 102-575, 106 Stat. 4605, October 30, 1992), as amended ("CUPCA"), and particularly sections 202(a)(1), 202(c) and 207 of CUPCA, among the UNITED STATES DEPARTMENT OF THE INTERIOR, (the "Department"); the BUREAU OF RECLAMATION, ("Reclamation"); CENTRAL UTAH WATER CONSERVANCY DISTRICT, a non-Federal water conservancy district organized and existing as a political subdivision under the laws of the State of Utah, (the "District"); MAPLETON IRRIGATION DISTRICT, existing under the authority of Utah Code Ann. § 17A-2-701; MAPLETON CITY, a municipal corporation of the State of Utah; SPRINGVILLE IRRIGATION DISTRICT, existing under the authority of Utah Code Ann. § 17A-2-701; and SPRINGVILLE CITY, a municipal corporation of the State of Utah.

WITNESSETH, THAT;

WHEREAS, the Department, through Reclamation, has constructed certain features of the Central Utah Project ("CUP"), a Federal reclamation project; and

WHEREAS, CUPCA amends the Act of April 11, 1956 (PL 84-485, 70 Stat. 105), to authorize orderly completion of the CUP, a participating project of the Colorado River Storage Project (CRSP), by authorizing an increase in the appropriations ceiling for the project, authorizing certain water conservation and fish, wildlife and recreation mitigation projects, and by providing for the construction of certain project features for delivery of municipal and irrigation water to specified areas within the CUP service area; and

WHEREAS, Title II of CUPCA authorizes the appropriation of additional funds to complete the CUP; provides for cost-sharing of project capital costs; allows the District to construct certain project features; requires the District to comply with environmental laws; and

WHEREAS, CUPCA Section 202(a)(1) authorizes funding for the District to construct the Utah Lake Drainage Basin Water Delivery System (“ULS”); Section 202(c) authorizes the Secretary of the Interior, hereinafter called the “Secretary” to utilize unexpended budget to complete project facilities; Section 207 directs the District to implement the Water Management Improvement Program; and Title VI of CUPCA clarifies that the Secretary is to implement measures in accordance with the Endangered Species Act of 1973; and

WHEREAS, the District and the Department have determined that it is practical, economical, and feasible to construct the Mapleton-Springville Pipeline, a Bonneville Unit Facility, to replace the existing Mapleton-Springville Lateral throughout its entire length in approximately its existing location; and

WHEREAS, as part of the Mapleton-Springville Pipeline installation, the District will disturb and reconstruct the existing open ditch and appurtenant facilities extending from Maple Creek to Hobble Creek at a time and in a manner that does not interfere with existing water deliveries, and will construct a new structure to convey water developed by the Bonneville Unit and Springville Irrigation District water from the new open ditch into Hobble Creek for June sucker recovery and irrigation purposes; and

WHEREAS, the Mapleton and Springville Irrigation Districts have conveyed an average of approximately 1,000 acre-feet of SVP natural flow water in some years through the existing open ditch, in addition to SVP storage water from Strawberry Reservoir; and

WHEREAS, by replacing a portion of the existing open canal with a pressurized pipeline, it will no longer be possible for the Mapleton Irrigation District nor the Springville Irrigation District to divert and convey SVP natural flow water to existing places of use; and

WHEREAS, the USGS conducted a seepage study of the Mapleton-Springville Lateral in the summer of 2003 and has concluded that the weighted average seepage loss in the canal is 30 percent; and

WHEREAS, the benefit from gain in water supply by eliminating canal seepage far exceeds and offsets the amount of Spanish Fork River natural flow water that will no longer be able to be diverted into the Mapleton-Springville Lateral; and

WHEREAS, the South Utah Valley Municipal Water Users Association ("SUVMWA"), the District, and the Department have negotiated Contact No. 04-WC-40-160 for the delivery of an additional 30,000 acre-feet of Bonneville Unit water to SUVMWA; and

WHEREAS, it is practical, economical, and feasible to construct the Mapleton-Springville Pipeline to a sufficient size to serve the needs of both the ULS and the Springville and Mapleton Irrigation Districts; and

WHEREAS, the Springville and Mapleton Irrigation Districts are willing to allow the Mapleton-Springville Pipeline to be constructed so as to replace the Mapleton-Springville Lateral throughout its entire length; and

WHEREAS, the construction and operation of the Mapleton-Springville Pipeline is described in the 2004 Supplement to the 1988 Definite Plan Report ("2004 DPR"), the ULS Final Environmental Impact Statement ("ULS FEIS"), and the ULS Record of Decision ("ULS ROD"); and

WHEREAS, the parties hereto desire to jointly and cooperatively perform their respective responsibilities and obligations, as defined herein, to implement and complete the construction of the Mapleton-Springville Pipeline.

NOW THEREFORE, the parties agree as follows:

CONTRACTUAL OBLIGATIONS OF THE PARTIES

I. (a) The contracts, agreements, and actions described in subparagraph (b) must be executed and/or completed before the District can begin construction of the Mapleton-Springville Pipeline. Unless the necessary contracts, agreements, and actions identified in subparagraph (b) are executed and/or completed in a timely manner as determined by the Secretary, this Implementation Agreement will be considered null and void, and construction of the Mapleton-Springville Pipeline, as defined in the Compliance Agreement dated August 11, 1993 between the Department and the District, will not begin. In addition to the contracts, agreements, and actions listed in subparagraph (b), there are a number of other contracts and agreements with third parties that might also be required. Also, the construction and operation of the pipeline requires the filing of the ULS FEIS, issuance of the ULS ROD by the Secretary, and obtaining the necessary licenses and permits. If the ULS FEIS is not filed and the ULS ROD is not issued by the Secretary, this Implementation Agreement will be considered null and void, and construction of the Mapleton-Springville Pipeline will not begin.

(b) The necessary contracts, agreements, and actions are:

(1) The Department and District agree to negotiate Contract No. 04-WC-40-250 between the Department and District. This contract is required pursuant to Sections 202(a)(1)(D) and 204 of CUPCA under the program guidelines authorized by the Drainage and Minor Construction Act (D&MC) (Act of June 13, 1956, 70 Stat. 274; 43 U.S.C. 505), whereby the Department agrees to provide the Federal funding for the portion of the capital costs of the Mapleton-Springville Pipeline authorized under Sections 202(a)(1) and 202(c) of CUPCA, the District agrees to provide the local cost share for the Mapleton-Springville Pipeline as provided in Section 204 of CUPCA, and the District agrees to construct the Mapleton-Springville Pipeline.

(2) The Department and District agree to negotiate Cooperative Agreement No. WS-04-160, between the Department and District, whereby the Department agrees to provide the Federal funding for the portion of the capital costs of the Mapleton-Springville Pipeline authorized under Sections 207 and 202(c) of

CUPCA, and the District agrees to provide the local cost share for the Mapleton-Springville Pipeline as provided in Section 204 of CUPCA.

(3) The District, the Mapleton Irrigation District, and the Springville Irrigation District agree to jointly submit an application for a Federal grant as authorized in Section 207 of CUPCA and in accordance with the Water Management Improvement Plan and criteria; complete applicable NEPA compliance; and if the application is approved by the District, to negotiate and if the parties reach agreement, to enter into the following agreements:

(i) An Agreement between the District, the Mapleton Irrigation District, and the Springville Irrigation District to jointly participate in the replacement of the Mapleton-Springville Lateral by constructing the Mapleton-Springville Pipeline and appurtenant facilities.

(ii) A Cooperative Agreement between the Department and the District for funding the Springville Irrigation District in the Mapleton-Springville Pipeline.

(iii) A Water Contract between the Department and the District whereby the District commits to provide the Secretary under the provisions of Section 207(b)(4) of CUPCA with 1,000 acre-feet of ULS water to be delivered through the Mapleton-Springville Pipeline to assist in the recovery of the endangered June sucker. Of the 1,000 acre feet of ULS water, 500 acre feet will come from the Mapleton Irrigation District and 500 acre feet will come from the Springville Irrigation District. Both irrigation districts will contract for this ULS water from SUVMWA for secondary irrigation use with the express intent of turning this water back to the District as allowed under Section 207 of CUPCA, to assist in the recovery of the endangered June sucker.

(4) Mapleton City agrees to submit an application for a Federal grant as authorized in Section 207 of CUPCA and in accordance with the Water Management Improvement Plan and criteria for a secondary water system within Mapleton City; complete applicable NEPA compliance; and if the application is approved by the District, to negotiate and if the parties reach agreement to enter into the following agreements:

(i) An Agreement between the District and Mapleton City to jointly participate in constructing a secondary water system within Mapleton City, in which Mapleton City agrees to provide the local cost

share of this Section 207 project of 35% and to turn back to the District 1,000 acre feet of ULS water to assist in the recovery of the June sucker recovery purposes.

(ii) A Cooperative Agreement between the Department and the District for funding the construction of a secondary water system within Mapleton City, in which the Department agrees to provided federal funding of up to 65% of the Section 207 project costs.

(iii) A Water Contract between the Department and the District whereby the District commits to provide the Secretary under the provisions of Section 207(b)(4) with 1,000 acre-feet of ULS water to be delivered through the Mapleton-Springville Pipeline to assist in the recovery of the endangered June sucker.

(5) Springville City agrees to submit an application for a Federal grant as authorized in Section 207 of CUPCA and in accordance with the Water Management Improvement Plan and criteria for a secondary water system within Springville City; complete applicable NEPA compliance; and if the application is approved by the District, to negotiate and if the parties reach agreement to enter into the following agreements:

(i) An Agreement between the District and Springville City to jointly participate in constructing a secondary water system within Springville City, in which Springville City agrees to provide the local cost share of this Section 207 project of 35%, and to turn back to the District 1,000 acre feet of ULS water to assist in the recovery of the June sucker recovery purposes.

(ii) A Cooperative Agreement between the Department and the District for funding the construction of a secondary water system within Springville City, in which the Department agrees to provided Federal funding of up to 65% of the Section 207 project costs..

(iii) A Water Contract between the Department and the District whereby the District commits to provide the Secretary under the provisions of Section 207(b)(4) with 1,000 acre-feet of ULS water to be delivered through the Mapleton-Springville Pipeline to assist in the recovery of the endangered June sucker.

CONSTRUCTION OF THE PROJECT

II. The District will design and construct the facilities for the Mapleton-Springville Pipeline in accordance with the 2004 DPR, ULS FEIS, ULS ROD, and the contracts and agreements identified in Article 1 herein. The Department will provide the Federal share of the funding, and the District will provide the local share of the funding for construction of the Mapleton-Springville Pipeline.

ALLOCATION OF COSTS AND FUNDING

III. The Department and the District intend to fund the construction of the Mapleton-Springville Pipeline utilizing several authorized funding sources: First, the ULS funding authorized under Sections 202 (a) (1) and 202 (c) of CUPCA; and second, funding authorized under Sections 207 and 202(c) of CUPCA. Section 207 will be used to fund 26.84 percent of the total cost of the pipeline. This percentage is the proportion of total flows in the pipeline (based upon the cost allocation in the 2004 DPR) represented by an average annual delivery of 8,831 acre-feet of Irrigation flows. Based upon costs as estimated in the Draft 2004 DPR (indexed to October 2004) and which are subject to change, the respective percentages and amount of contributions based upon authorized funding source for the construction of the Mapleton-Springville Pipeline are as follows:

	ULS (\$)	ULS (%)	207 (\$)	207 (%)	Total (\$):	Total (%):
Federal Share (Dept)	\$18,006,316	87.34%	\$4,916,248	65.000%	\$22,924,271	81.35%
Local Cost Share (District)	\$2,610,029	12.66%	\$2,647,211	35.000%	\$5,255,533	18.65%
Total (\$):	\$20,616,345	100.000%	\$7,563,459	100.000%	\$28,179,804	100.000%

OPERATION AND MAINTENANCE

IV. (a) Pursuant to Repayment Contract No. 04-WC-40-120, between the United States and the District, the District will care for, operate, and maintain the Mapleton-Springville Pipeline and appurtenant works at the District's expense.

(b) Upon completion of the Mapleton-Springville Pipeline, the District, the Department, and Reclamation shall formally transfer, by letter notification, operation and maintenance responsibilities for that feature to the District. The District will operate and maintain the Mapleton-Springville Pipeline and related facilities in conformance with the design criteria, standard operating procedures, and all manufacturers' and suppliers' instructions and specifications, to be provided by the District and approved by the Department and Reclamation.

(c) Upon completion of the Mapleton-Springville Pipeline, the responsibility for the care, operation, and maintenance of any portion of the existing Mapleton-Springville Lateral that is not completely replaced by the Mapleton-Springville Pipeline will be the responsibility of the District.

OPERATION, MAINTENANCE AND REPLACEMENT COSTS

V. (a) The annual operation, maintenance and replacement (“OM&R”) costs for the Mapleton-Springville Pipeline will vary from year to year. The District shall bill the Department, its petitioners, the Mapleton Irrigation District, and the Springville Irrigation District based on the actual annual costs of operation, maintenance and replacement incurred including O&M reserves, according to the following estimated percentage allocation as documented in the Draft 2004 DPR which may change if and when a revised or Final DPR is approved by the Secretary:

<u>Mapleton-Springville Pipeline</u>	<u>Percentage</u>
Department (Section 5 Fish and Wildlife)	46.67%
Mapleton Irrigation District	13.42%
Springville Irrigation District	13.42%
<u>District</u>	<u>26.49%</u>
Total	100.00%

(b) The Department agrees to reimburse the District its proportionate share of these OM&R costs and expenses as shown in Article V(a), and pursuant to Repayment Contract No. 4-06-400-4286 and 04-WC-40-120 and will consider these costs to be non-reimbursable Project costs.

(c) The Mapleton Irrigation District agrees to reimburse the District its proportionate share of these OM&R costs and expenses as shown in Article V(a).

(d) The Springville Irrigation District agrees to reimburse the District its proportionate share of these OM&R costs and expenses as shown in Article V(a).

REPLACEMENT OF THE MAPLETON-SPRINGVILLE LATERAL

VI. (a) Reclamation, the Springville Irrigation District, and the Mapleton Irrigation District do hereby grant to the Department and District the right to replace the existing Mapleton-Springville Lateral throughout its entire length with the Mapleton-Springville Pipeline including the use of the existing Federal rights-of-way associated with the existing Mapleton-Springville Lateral.

(b) The District will, without cost or expense to the Springville and Mapleton Irrigation Districts, replace the Mapleton-Springville Lateral throughout its entire length with the Mapleton-Springville Pipeline as described in the ULS FEIS and the 2004 DPR. The District will provide all turnouts in the Mapleton-Springville Pipeline necessary for the delivery to the Springville and Mapleton Irrigation Districts of the water they are now entitled to without any cost or expense other than those in Article V.(a) above.

(c) The Springville and Mapleton Irrigation Districts shall have the perpetual right for the conveyance, carriage, and delivery of their Strawberry Valley Project (SVP) water through the Mapleton-Springville Pipeline which will replace the existing Mapleton-Springville Lateral; *provided*, that the maximum capacity in the Mapleton-Springville Pipeline to which the Springville and Mapleton Irrigation Districts shall jointly be

entitled shall in no event exceed 90 cfs. Any capacity that is not being used by the Springville and Mapleton Irrigation Districts, shall be available for use by the District without cost to the District other than its proportionate share of the annual O&M.

(d) Any and all commitments and/or obligations that the Springville and Mapleton Irrigation Districts have as shareholders in the Strawberry Water Users Association shall remain in force and are not altered in any way by this agreement. All previous arrangements among the Springville and Mapleton Irrigation Districts and any other party for conveyance of water through the Mapleton-Springville Lateral remain the responsibility of those entities. Any issues, problems, or necessary arrangements with the Strawberry Water Users Association regarding the replacement of the Mapleton-Springville Lateral with and/or the conveyance of SVP water through the Mapleton-Springville Pipeline are the responsibility of the Springville and Mapleton Irrigation Districts.

TITLE TO FACILITIES AND REAL PROPERTY

VII. Title to all facilities, real property, easements, rights-of way, and other such property interest acquired pursuant to this Agreement with Section 202(a)(1), 202(c), 207, or 302(a) Federal or non-Federal funds shall remain in the United States unless otherwise provided by law. Title to such lands or interests in lands shall be acquired in the name of the United States. Any such acquisitions shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies for Federally Assisted Programs Act of 1970 (42 U.S.C. 4601), as amended, as well as the Department of Justice Title Standards. Title shall remain in the United States unless otherwise provided by law.

BOOKS, RECORDS, AND REPORTS

VIII. The District shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Agreement, including financial transactions, water supply

data, Project operation, maintenance and replacement logs, and Project land and right-of-way use Agreements; land ownership, land-leasing and water use data. Subject to applicable Federal laws and regulations, each party to this Agreement shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Agreement.

NOTICES

IX. Any notice to be sent pursuant to this Agreement shall be mailed by first class mail or sent by electronic transmission to the address noted below:

DEPARTMENT OF THE INTERIOR
Central Utah Project Completion Act Office
302 East 1860 South
Provo UT 84606-7317

BUREAU OF RECLAMATION
Provo Area Office
302 East 1860 South
Provo UT 84606-7317

CENTRAL UTAH WATER CONSERVANCY DISTRICT
355 West University Parkway
Orem UT 84058-7303

SPRINGVILLE IRRIGATION DISTRICT
234 West 700 South
Springville, UT 84663

MAPLETON IRRIGATION DISTRICT
486 West 800 North
Mapleton, UT 84664

SPRINGVILLE CITY
50 South Main Street
Springville, UT 84663-1399

MAPLETON CITY
35 East Maple Street
Mapleton, UT 84664

CONTINGENT UPON APPROPRIATIONS

XI. The obligation of the Department is contingent upon appropriation and reservation of funds being made therefore.

OFFICIALS NOT TO BENEFIT

XII. No member of or delegate to Congress, resident commissioner, or official of the District shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

BINDING OF SUCCESSORS AND ASSIGNS

XIII. This Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.

PRIOR CONTRACTS

XIV. The understandings of the parties contained herein do not supercede, amend, or affect the rights or obligations under Repayment Contract No. 14-06-400-4286, dated December 28, 1965, as amended and supplemented, and Repayment Contract No. 04-WC-40-120 between the United States and the District.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth

above.

DEPARTMENT OF THE INTERIOR
Central Utah Project Completion Act Office

APPROVED

By Ronald Johnston
Ronald Johnston
Program Director

Christopher B. Britt
Regional Solicitor

Bureau of Reclamation

By Connie L. Rupp
Rick Gold
Regional Director

CENTRAL UTAH WATER CONSERVANCY DISTRICT

ATTEST

By Don A. Christiansen
Don Christiansen
General Manger

Betty Serkland
Betty Serkland
Assistant to the General Manager

SPRINGVILLE IRRIGATION DISTRICT

By Calvin V. Crandall
President


MAPLETON IRRIGATION DISTRICT

By Mike Mori
President

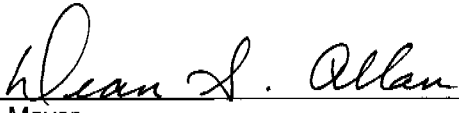
SPRINGVILLE CITY

By 
Mayor

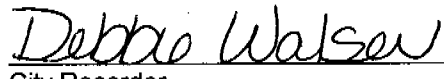
Attest:


City Recorder

MAPLETON CITY

By 
Mayor

Attest


City Recorder