

# **KLAMATH PROJECT DROUGHT RESPONSE AGENCY**

## **2020 Groundwater Supplementation Program Policy**

### **A. Program Summary**

The Klamath Project Drought Response Agency (“KPDRA”), was formed by an Intergovernmental Cooperation and Joint Exercise of Powers Agreement (“Agreement”) in 2018 to do all things necessary or incident to the maximization of water supply for the members of the KPDRA and all irrigation water users in the Klamath Reclamation Project, including but not limited to, the design and implementation of conservation and management programs through the coordination, incentives, and compensation indicated in the Recitals of the Agreement to the extent permitted by the laws and regulations governing such operations.

Preliminary United States Natural Resource Conservation Service predictions for the 2020 Klamath Project irrigation season indicate that inflows to Upper Klamath Lake will be significantly below normal, resulting in an irrigation water supply that will not meet demand. This program is intended to augment Project water supplies when the demand for irrigation water exceeds the supply.

This program may be implemented at the direction of the KPDRA Board of Directors, in its sole discretion. KPDRA will plan for the maximum effort and adapt as necessary taking into consideration the goal of providing the most water for the most acres. KPDRA has contracted with MBK Engineers (“MBK”) to assist it in the operation of this program. However, all decisions concerning the program, its administration, and participation in the program will be made by the Board of Directors of KPDRA.

### **B. Eligibility**

- 1) To be eligible to participate in this program, the land to be irrigated must normally irrigate with surface water from Upper Klamath Lake or Klamath River. At the request of OWRD or other regulatory agencies, and as provided by current laws, regulations, and District groundwater plans, wells in some geographic areas may be excluded from the program and the amount of water which may be pumped under this program may be limited.
- 2) The parcels to which the groundwater will be applied must have paid the annual payment of operation and maintenance assessment or charges to an irrigation, improvement, or drainage district within the Klamath Project, and must be identified in the Amended and Corrected Final Order and Determination filed in the Klamath River Adjudication (“ACFOD”) or on exceptions to the ACFOD (“Project land”).
- 3) The parcel must have been irrigated with surface water and produced an irrigated crop in 2017, 2018, or 2019, or participated in one of KPDRA’s 2018 Programs.
- 4) The applicant and the parcel must be ready, willing, and able to use surface water.

- 5) If the applicant is not the well owner, the applicant must provide with the Application authorization signed by the owner of the well authorizing the applicant to contract for the inclusion of the well in this program. The authorization must state to whom and the address where payment should be sent. Well owners in Oregon must be able to demonstrate the legal right to produce and use groundwater in the form of a water right permit or water right certificate from Oregon Water Resources Department (OWRD).
- 6) KPDRA does not have the authority to regulate groundwater pumping. KPDRA does not have authority to tell a well owner to discontinue use of a well. However, KPDRA will cooperate with any lawful request(s) of OWRD, or other regulatory agencies, to stop payment for groundwater to a particular well or to all wells due to impacts on other wells or the aquifer. The demand for groundwater is likely to be much greater than the amount contracted for by KPDRA. Well owners should recognize that extensive pumping of groundwater in 2020 could cause groundwater levels to decline to levels that may trigger regulation of pumping in Oregon this year or in future years. Well owners should be prudent in the use of their wells and will be required by KPDRA's 2020 Groundwater Contract to indemnify and hold KPDRA harmless from all claims of loss and damages of whatsoever kind and nature arising from participation in this program.
- 7) The following lands are **ineligible** to participate:
  - a. Land only irrigated by groundwater does not qualify;
  - b. Land with "C" contracts or rental water contracts does not qualify;
  - c. Refuge lease lands do not qualify;
  - d. Land in walking wetlands or other similar programs where water is applied, and no agricultural crop is produced and harvested does not qualify; and
  - e. Non-Project land does not qualify.

### **C. Application Process**

A request for applications will be publicized in the local media and mailed directly to the most recent address on record for well owners who participated in the Klamath Water and Power Agency 2015 program or KPDRA's 2018 Groundwater Program. Notices will be mailed to the most recent address provided by each such well owner to KPDRA or KWAPA during the 2018 or 2015 groundwater programs. Applicants must complete and submit an Application provided by KPDRA for participation in the 2020 Groundwater Program. **All information requested on the Application form must be completed and all documentation required by the Application must be provided with the form.** Incomplete Applications may be rejected. Applications are available at the offices of Klamath Irrigation District, Klamath Water Users Association, Tulelake Irrigation District, at the offices of Parks & Ratliff, PC, and on the KPDRA website ([www.klamathwaterbank.com](http://www.klamathwaterbank.com)), or by calling 541-630-0752, or by emailing [info@klamathwaterbank.com](mailto:info@klamathwaterbank.com).

### **D. How to Apply**

- 1) **Completely fill out the application**, which includes providing provide proof of water right or permit for the well, a legible map showing the location of the well and place of use, and return it;

- a. In person to the office of Parks and Ratliff, PC., 620 Main Street, Klamath Falls, Oregon;
  - b. Email the application to info@klamathwaterbank.com; or
  - c. Mail the application to KPDRA, PO Box 1944, Klamath Falls, OR 97601.
- Provided, however, that well owners who submitted complete applications to the KPDRA 2018 or KWAPA 2015 Groundwater Supplementation Programs are not required to provide copies of water right certificates or permits, or the maps showing location of the well and place of use.

**The application must be received no later than 5:00 pm on May 15, 2020 to be considered for inclusion in the program.**

- 2) By completing and submitting an Application, the Applicant is deemed to represent and warrant to the Klamath Project Drought Response Agency and MBK Engineers, Inc.:
  - a. That the Applicant has the legal right to claim and receive any proceeds from this program that may be paid by KPDRA to Applicant for the well described in the Application;
  - b. That the information included on the Application is complete and correct, and that the Applicant and the well described on this Application form comply with all of the criteria set forth in the Policy for participation in this program;
  - c. That Applicant agrees that neither KPDRA nor MBK Engineers has any obligation to verify the information provided by the Applicant or to otherwise investigate, correct, supplement, or verify the information provided on or with the Application form. Applicant waives any claims, counterclaims, other assertions, or defenses Applicant may now have or may hereafter discover that KPDRA or MBK Engineers failed in any manner to independently investigate and determine that the Applicant or the well qualify for participation in this program; and
  - d. That Applicant represents and warrants that Applicant shall indemnify and hold harmless KPDRA, its officers, contractors, consultants, advisors, and agents from any loss or damage, including, but not limited to attorney fees and costs of suit, and from any claim or liability arising from Applicant's submittal of the Application and Applicant's participation or non-participation in this program, including but not limited to, disputes relating to more than one applicant submitting an application relating to the same property, or properties. The application is submitted solely for the purpose of determining the well's eligibility to participate in this Program.
- 3) The KPDRA Board of Directors retains the authority, in its sole and absolute discretion, to determine which wells to include in this program, to reject any or all Applications, and to cancel or terminate the program at any time.

#### **E. Review and Qualification Process**

- 1) Upon receipt of an application, MBK will review it for completeness. The Applicant may be asked to provide additional information to aid in the processing of the Application. MBK will notify the Applicant with a request for additional information by telephone or email to the telephone number or email address provided by Applicant. The Applicant will have 10 calendar days to respond by providing the requested information to MBK. Failure to respond may result in the Application being rejected. The contact information for MBK is:

MBK Engineers  
455 University Avenue, Suite 100  
Sacramento, CA 95825-6579  
Voice: 541-630-0752  
Fax: (916) 456-0253  
email: info@Klamathwaterbank.com

- 2) MBK may create GIS maps, spreadsheets, or other summaries based on the information contained in the Applications. GIS maps may be shared with Districts, and the Oregon and California Water Resources Departments for verification purposes and for their comments or concerns.
- 3) MBK will provide such information to the KPDRA as its Board of Directors may request.

**F. Contracting**

- 1) Contracts in the form posted on the KPDRA website will be mailed or delivered to each well owner selected for inclusion in the program.
- 2) The Contract pumping period will be April 15, 2020 through October 31, 2020. The District in which the well is located shall have the right to control the conveyance of well water through the irrigation system operated by the District. The well owner shall comply with any such directions of the District.

**G. Payment Structure**

- 1) The intent of this Program is to reimburse, to the extent funds are available to KPDRA, each participating well owner for actual cost of the energy source used by the well owner to power the well pump. Well owner is responsible for paying their own energy bill. In addition to payment of actual energy expense, it is KPDRA's desire to pay an amount to reimburse the well owner for the depreciation and wear and tear on the well, well pump, and other improvements directly related to the operation of the well. However, at the time this Policy was adopted by the Board of Directors of KPDRA, KPDRA does not have funds available to provide such reimbursement. As described in section H.1), below, KPDRA may adopt an amendment to provide such reimbursement in the future.
- 2) Well owners shall submit a copy of their monthly power bill for the applicable pump's electric meter within 15 days of receipt to MBK. Well owners using diesel, propane, or other forms of energy shall provide a copy of the invoice for the source of the energy and a log of the hours of operation of the well pump. MBK will compile the information and provide that information to the KPDRA on a monthly basis.
- 3) This program will pay for the cost of energy for the motor on the well and cost of energy for any booster pump required to transport the water to the place of use. If there are other power loads on the same power meter, there will be a prorated formula with which to calculate the amount of power applicable for well pumping only. A well that is used to irrigate both

eligible and ineligible land as described in Section B.7), above, will have the payment prorated so as to only pay for groundwater pumping for eligible land.

- 4) KPDRA will also reimburse the well owner for the annual load size charge/demand charge billed for the 2020 irrigation season to the extent it is attributable to the well pump motor only. If the well was used outside the Program term, the load size charge/demand charge will be prorated. If the well also irrigates non-Project land, the demand charge will be prorated to the percentage of the land irrigated by the well that qualifies for this program.
- 5) All payments under this Program are strictly subject to the landowner providing to MBK the monthly information described above and in the Contract with the well owner in a timely manner. There is no guarantee that funds will be available to fully fund this Program. Available funds will be paid to the well owners who strictly comply with the terms of their contract. Well owners who are delinquent in providing the required documentation may not receive payment from this Program.
- 6) Payment under this program is subject to the accuracy of the information provided by the well owner. If the KPDRA, in its sole discretion, questions the accuracy of any information provided by the Well Owner, it may require that the well owner prove the accuracy of the information.
- 7) The DRA intends to issue payment reimbursing the well owner for the energy cost incurred from April 15 through April 30, May, and June 2020, in August 2020. If necessary, energy costs for April 2020 will be prorated to exclude charges occurring prior to April 15. Energy costs incurred in July, August, September, and October 2020, and payment for load size charge/demand charges, if funds are available, will be made by January 31, 2021. If funds are not available to pay documented charges in full, the available funds will be prorated at the discretion of the KPDRA among the well owners who provided the required documentation in a timely manner.

## **H. Other Provisions**

- 1) The funding for this program is being provided by money currently held by KPDRA and eight million dollars of additional funding that has been authorized and appropriated by the United States Congress, but the receipt of which is subject to conditions that may not be reasonably attainable or which KPDRA may determine, in its sole discretion, would be detrimental to the water users in the Klamath Project. Further, KPDRA may develop a program to provide financial assistance to water users in the Klamath Project who have the right to receive irrigation water from Upper Klamath Lake or the Klamath River but receive no irrigation water for the 2020 irrigation season. KPDRA, in its sole discretion, may allocate the available funding between this Groundwater Program and a Drought Relief Program for those that don't receive any irrigation water. Funding for this Program and a Drought Relief Program is subject to receiving the additional funding. Klamath Water Users Association is working diligently with our Congressional representatives, the US Bureau of Reclamation, and other Federal, State, and local agencies to make the additional funding available to KPDRA. However, there may be insufficient funds available to pay in full all eligible energy costs and supplemental payments under this Program and provide relief to landowner who do not receive any irrigation water this year.

- 2) All decisions made by or on behalf of KPDRA will be made by its Board of Directors. MBK will provide such assistance to the Board of Directors as it may request, however, MBK is not authorized to make and will not make any decisions during the course of this Program.
- 3) Any decision made by KPDRA or any action taken by or on behalf of the DRA may be appealed to the Board of Directors of KPDRA for reconsideration, which will hear such appeal after due notice at a public meeting. Any Klamath Project water user may initiate an appeal for reconsideration by written notice provided to Nathan Ratliff, Parks and Ratliff PC., 620 Main Street, Klamath Falls, Oregon 97601, legal counsel for KPDRA. Any Notice may be delivered or mailed to Counsel at said address. Any Notice must be delivered in a timely manner and should describe the decision or action being appealed and provide detailed information describing the impact of the decision on the person appealing the decision. Mr. Ratliff may request additional information and will provide a full copy of the appeal Notice and information to the members of the Board of Directors. Mr. Ratliff will provide timely Notice of the date, place, and time of the meeting at which the Board of Directors will consider the appeal for reconsideration. Although it is the intent of KPDRA that any such hearing be informal with a goal of timely resolving the appeal for reconsideration, the person making the appeal may be represented by legal counsel and may provide additional information and witnesses at the appeal hearing. The Board of Directors will consider the information provided, shall make a decision on the appeal for reconsideration, and will notify the person making the appeal of its decision.

KLAMATH PROJECT DROUGHT RESPONSE AGENCY  
2020 GROUNDWATER SUPPLEMENTATION PROGRAM AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Klamath Project Drought Response Agency ("KPDRA") and the Well Owner ("Contractor"), whose name, address, and authorized signature appear below:

RECITALS:

A. KPDRA is a governmental agency formed pursuant to an Intergovernmental Cooperation and Joint Exercise of Powers Agreement. Its authority includes investigating and designing a program within the Klamath Reclamation Project water user community to manage a supplemental water management program. KPDRA adopted a 2020 Groundwater Supplementation Program policy ("Program") which provides a program to reimburse well owners for the cost of providing groundwater to supplement surface water irrigation supplies in the Klamath Reclamation Project. The terms and provisions of the Program policy are incorporated in this Agreement by this reference.

B. Contractor is legally entitled by applicable state law, rules, and regulations to use groundwater from a well or wells for irrigation of land within the Klamath Reclamation Project. Those well(s) and the land that may be irrigated with water from the well(s) are described on the Application submitted by Contractor and, if applicable on the map(s) marked by Contractor and provided by Contractor with its 2020 Klamath Project Drought Response Agency Application for Supplemental Groundwater Program ("Application"). The information, statements, representations, and warranty made by Contractor on the Application are incorporated in this Agreement by this reference.

C. By this Agreement, the parties desire to provide for the payment by KPDRA of an allowance to Contractor in consideration for Contractor agreeing to use its well to provide irrigation water during the 2020 irrigation season.

AGREEMENT

1. Term. This Agreement shall be effective on the date hereof and shall remain in effect through December 31, 2020, unless terminated as provided herein.

2. Provision and Use of Groundwater. In consideration for the payments described below and in strict conformance with the terms and conditions set forth below, Contractor agrees that Contractor will use groundwater for the purpose of irrigation of the land located within the Klamath Reclamation Project which may be legally irrigated from Contractor's well. Contractor warrants and represents to KPDRA:

- a. That Contractor has the right to provide irrigation water to land within the Klamath Reclamation Project shown on the map submitted by Contractor;

- b. That if the energy for the well pump is utility supplied electrical power, it is metered separately from other electrical power used by Contractor, or that Contractor and KPDRRA have determined the portion of the electricity metered that is properly attributable to the well pump and cost of energy for any booster pump required to transport the water to the place of use. In the event any other power source or fuel source is used, the other power or fuel source is measured or accounted for in an objectively verifiable fashion and properly attributable to the well pump, separate from any other use(s);
- c. That Contractor shall use the water beneficially and without waste. Only that amount of water that will not harm other crops and uses of groundwater shall be pumped; and
- d. That the Pacific Power & Light meter number for the meter that serves the well pump is: \_\_\_\_\_.

3. Use of Well. Contractor shall utilize its well and groundwater at all times in strict conformance with the terms of its Water Right Permit or Certificate, if any, and all laws, rules, and regulations applicable thereto. Contractor agrees that KPDRRA's obligation to provide the financial assistance described in section 4 is limited to the period between April 15 and October 31, 2020. Contractor agrees that it will comply with all directions of the District which operates irrigation and drainage facilities used by Contractor to convey the water from its well to the place of use, recognizing that any right to payment is contingent on said compliance.

4. Assistance. In consideration for Contractor's strict performance of this Agreement, KPDRRA, subject to availability of funds as determined by KPDRRA in its sole discretion, will reimburse Contractor for the cost of energy for the well pump and cost of energy for any booster pump required to transport the water to the place of use as follows:

- a. Contractor shall submit a copy of its monthly power bill for the applicable pump's electric meter within 15 days of receipt to MBK Engineers, Inc. ("MBK") Well owners using diesel, propane, or other forms of energy shall provide a copy of the invoice for the source of the energy and a log of the hours of operation of the well pump. MBK will compile the information and provided that information to KPDRRA on a monthly basis.
- c. This program will pay for the cost of energy for the motor on the well and cost of energy for any booster pump required to transport the water to the place of use. If there are other power loads on the power meter, usage will be prorated to calculate the amount of power applicable for well pumping only. A well that is used to irrigate both eligible and ineligible land as described in Section B.7). of the Program policy, will have the payment prorated so as to only pay for groundwater pumping for eligible land.
- d. KPDRRA will also reimburse Contractor for the annual load size charge/demand charge billed following the end of the irrigation season to the extent it is attributable to the well pump motor only. If the well was used outside the time period authorized by KPDRRA, the load size charge/demand charge will be prorated. If the well also



irrigates ineligible land, the demand charge will be prorated to the percentage of the land irrigated by the well that qualifies for this program.

- e. It is the desire of KPDRA to pay an additional amount to Contractor to reimburse Contractor for the depreciation and wear and tear on Contractor's well. However, as of the date of this Agreement, funds are not available for that purpose. If funds become available, KPDRA may amend its Groundwater Supplementation Program Policy to provide such reimbursement and will notify Contractor of the change in Policy. Any additional payment amount is subject to the sole discretion of the KPDRA.
- f. Payment under this program is subject to the accuracy of the information provided by Contractor. If KPDRA, in its sole discretion, questions the accuracy of any information provided by Contractor, it may require Contractor prove the accuracy of the information.
- g. The DRA intends to issue payment reimbursing the well owner for the energy cost incurred from April 15 through April 30, May, and June 2020, in August 2020. If necessary, energy costs for April 2020 will be prorated to exclude charges occurring prior to April 15. Energy costs incurred in July, August, September, and October, 2020, and payment for load size charge/demand charges, if funds are available, will be made by January 31, 2021. If funds are not available to pay documented charges in full, the available funds will be prorated at the discretion of the KPDRA among the well owners who provided the required documentation in a timely manner.
- h. The contact information for MBK is:

MBK Engineers  
455 University Avenue, Suite 100  
Sacramento, CA 95825-6579  
Voice: 541-630-0752  
Fax: (916) 456-0253  
email: info@Klamathwaterbank.com

5. Discontinuance of Payment. If KPDRA determines that it does not have and will not receive adequate funding to pay the assistance described above, it shall endeavor to promptly notify Contractor and all other well owners participating in the Program. Said notice may be delivered orally, directly to Contractor, or by written notice delivered to Contractor's address set forth below. Upon receipt of such notice, Contractor shall promptly provide copies of billings for power, energy, and demand or similar charges within 20 days after receipt of such charges. If allowed by applicable laws, rules, and regulations, Contractor may continue to use its groundwater source after such notice but shall not be entitled to assistance under this Agreement for such additional pumping. In the event that the funding available to KPDRA is not sufficient to pay participants in full the assistance provided by this Program, each Contractor who has promptly provided final energy charges shall receive a prorated payment.

6. Costs of Operation. Contractor shall be solely responsible for any and all costs associated with its performance of this Agreement including, but not limited to, payment of

energy charges, operation, repairs and maintenance of wells and pumps, piping, conveyance, depreciation, wear and tear and all overhead costs. KPDRA's only financial obligation under this Agreement is to pay the assistance provided in section 4, above, to the extent KPDRA, in its sole discretion, determines that it has funding to support this Program.

7. Termination. This Agreement may be terminated by either party upon not less than ten days' prior written notice to the other party. Upon termination, the parties shall reconcile any amounts then owed pursuant to the terms of this Agreement in a timely manner.

8. Additional Terms.

- a. Nothing in this Agreement or the implementation of this Agreement affects, diminishes, or shall be construed to diminish or affect in any way the validity of any water rights held by any party;
- b. The implementation of this Agreement is subject to the rules, regulations, and determinations of all regulatory agencies having jurisdiction of the water and water rights utilized in carrying out the terms of this Agreement. In the event that Contractor is unable to continue the use of groundwater due to events beyond Contractor's control, such as unacceptable or unresolved third-party impacts or well failure, the obligation of Contractor to use groundwater under this Agreement shall terminate and Contractor will receive payment based on the energy charges incurred prior to termination, pursuant to the terms of this Agreement. Sufficient evidence of such events, including unacceptable or unresolved third-party impacts or well failure, may be provided either by Contractor or KPDRA and may include supporting evidence from the federal, state, or local authorities with jurisdiction or other evidence deemed reasonable to KPDRA; and
- c. The timing and quantity of Contractor's implementation of the provision of groundwater or the termination of the use of groundwater may be adjusted as necessary to comply with Contractor's obligations, needs, and operational considerations such as requirements of an irrigation district, including but not limited to capacity of facilities, consideration of the utilization of surface water, and Contractor's exercise of judgment. Further, if Contractor is using facilities owned, operated, or maintained by a third party, Contractor shall be solely responsible for obtaining such permits, agreements or permission to use those facilities, for coordinating the use of those facilities and shall act in strict compliance with the rules, regulations, and other requirements of that third party.
- d. There are no intended third-party beneficiaries of this Agreement. This Agreement does not create any right in the public or in any person or entity other than the two parties hereto, and does not authorize any person or other entity other than the parties hereto to maintain an action at law or equity pursuant to this Agreement.
- e. The funding for this program is being provided by money currently held by KPDRA and eight million dollars of additional funding that has been authorized and

appropriated by the United States Congress, but the receipt of which is subject to conditions that may not be reasonably attainable or which KPDRA may determine, in its sole discretion, would be detrimental to the water users in the Klamath Project. Further, KPDRA may develop a program to provide financial assistance to water users in the Klamath Project who have the right to receive irrigation water from Upper Klamath Lake or the Klamath River but receive no irrigation water for the 2020 irrigation season. KPDRA, in its sole discretion, may allocate the available funding between this Groundwater Program and a Drought Relief Program for those that don't receive any irrigation water. Funding for this Program and a Drought Relief Program is subject to receiving the additional funding. Klamath Water Users Association is working diligently with our Congressional representatives, the US Bureau of Reclamation, and other Federal, State, and local agencies to make the additional funding available to KPDRA. However, there may be insufficient funds available to pay in full all eligible energy costs and supplemental payments under this Program.

- f. Any decision made by KPDRA or any action taken by or on behalf of the KPDRA may be appealed for reconsideration to the Board of Directors of KPDRA which will hear such appeal after due notice at a public meeting. Any aggrieved Klamath Project water user may initiate an appeal by written notice provided to Nathan Ratliff, Parks and Ratliff PC., 620 Main Street, Klamath Falls, Oregon 97601, legal counsel for KPDRA. Any Notice may be delivered or mailed to Counsel at said address. Any Notice must be delivered in a timely manner and should describe the decision or action being appealed and provide detailed information describing the impact of the decision on the person appealing the decision. Mr. Ratliff may request additional information and will provide a full copy of the appeal Notice and information to the members of the Board of Directors. Mr. Ratliff will provide timely Notice of the date, place, and time of the meeting at which the Board of Directors will consider the appeal. Although it is the intent of KPDRA that any such hearing be informal with a goal of timely resolving the appeal, the person making the appeal may be represented by legal counsel and may provide additional information and witnesses at the appeal hearing. The Board of Directors will consider the information provided, shall make a decision on the appeal, and will notify the person making the appeal of its decision.

9. Liability. Contractor shall indemnify and hold harmless KPDRA and its officers, agents, and employees from and against any and all claims, demands, losses, damages, causes of action, suits, and liabilities of every kind, and for injury to or death of a person or for loss of or damage to any property or claim for such related to or arising out of Contractor's participation in this Agreement.

10. Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the parties hereto. Provided, however, that Contractor shall not make any assignment or transfer of this Agreement or any right or interest therein without the prior written approval of KPDRA.

11. Amendment. This Agreement and amendments to this Agreement shall be in writing and will not be effective until approved by the KPDRA Board of Directors and the

Contractor. This Agreement supersedes and cancels any prior contract between parties hereto for similar services.

12. Notices. Notices or other communication required under this Agreement may be provided via first class mail, postage prepaid, or by email between the undersigned Contractor and MBK, or may be made in writing, delivered to the address of the party to be notified by first-class mail, postage prepaid, and addressed to the party at the address set forth below. Any mailed notice shall be deemed to have been received on the third business day following mailing.

To KPDRA: Klamath Project Drought Response Agency  
PO Box 1944  
Klamath Falls OR 97601

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Severability: The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

In witness whereof, the parties hereto have executed this Agreement as of the date and year first written above.

KLAMATH PROJECT DROUGHT  
RESPONSE AGENCY

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Printed name and Title (if any)

# KLAMATH PROJECT DROUGHT RESPONSE AGENCY 2020 GROUNDWATER PROGRAM APPLICATION

*~Submit Application Form via mail, electronically, by fax, or in person at Parks & Ratliff~  
no later than 5 p.m. on May 15, 2020*

Submit via Certified Mail postmarked by May 15, 2020 to:  Klamath Water Bank c/o MBK Engineers 455 University Ave, Suite 100 Sacramento, CA 95825	Submit Electronically to: <a href="mailto:info@klamathwaterbank.com">info@klamathwaterbank.com</a>  Submit by Fax to: 916-456-0253  Note: If you do not receive a verification email within 48 hours, please call (541) 630-0752.	Submit in person at:  Parks & Ratliff 620 Main Street Klamath Falls, Oregon
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### APPLICANT CONTACT INFORMATION

Applicant: \_\_\_\_\_

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Mailing Address: \_\_\_\_\_

City:	State:	ZIP Code:
Phone:	Cell:	Email:

### LEGAL OWNER OF PROPERTY / CONTACT INFORMATION

Owner (*If other than Applicant*): \_\_\_\_\_

Mailing address: \_\_\_\_\_

City:	State:	ZIP Code:
Phone:	Cell:	E-mail:

### PUMP & FLOW METER INFORMATION

Location ( <i>Circle</i> ): OR or CA	Well Name: (if you identify by a name i.e. West field)
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If in OR, list OWRD KLAM # \_\_\_\_\_ If in CA, list TID # \_\_\_\_\_

Pumping of this well required a OWRD Drought Permit? (*Circle*) Yes No

Pacific Power **Meter#** for this well pump \_\_\_\_\_

Provide copies of monthly power bills within 15 days of receipt for the 2020 irrigation season (April 15 through October 31, 2020) for the power meter listed above. Provide your final bill with the annual demand charge, within 15 days when it is received.

1. Provide a map showing the well location and lands irrigated by this well.  
 Name of District or Ditch Company that charges or assesses this land for irrigation water:  
 \_\_\_\_\_
2. Does your well irrigate *On Project* land as well as *Off Project* land? (*Circle One*) YES or NO
  - a) If yes, is the water metered separately? (*Circle*) YES NO
  - b) Is the power metered separately? (*Circle*) YES NO
3. Did this groundwater well participate in the 2018 DRA Program? (*Circle*) YES NO

**Note: It is the Applicant's responsibility to prove the legal right to provide supplemental water for Klamath Reclamation Project irrigated land.**

PLEASE PROVIDE THE FOLLOWING INFORMATION REGARDING THE SET-UP OF YOUR WELL.

Well motor HP \_\_\_\_\_

GPM flow from well \_\_\_\_\_

Will booster pump(s) be used for 2020 season? HP \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Are these boosters metered separately from the well pump? Yes No

Is the well connected to a VFD? Yes No

**WARRANTY and SIGNATURE**

By completing and submitting this Application, Applicant represents and warrants to the Klamath Project Drought Response Agency (“KPDRA”):

1. That the Applicant has the legal right to claim and receive any proceeds from this program that may be paid by KPDRA to Applicant for the well described in this Application;

2. That the information included on this Application and the documents submitted with this Application is complete and correct, and that the Applicant and the well described on this Application form comply with all of the criteria set forth in the Klamath Project Drought Response Agency 2020 Groundwater Program Policy for participation in this program;

3. Applicant agrees that neither KPDRA nor MBK Engineers has an obligation to verify the information provided by the Applicant or to otherwise investigate, correct, supplement, or verify the information provided on or with this Application form. Applicant waives any claims, counterclaims, other assertions, or defenses Applicant may now have or may hereafter discover that KPDRA or MBK Engineers failed in any manner to independently investigate and determine that the Applicant or the well qualify for participation in this Program;

4. Applicant agrees and warrants that Applicant shall indemnify and hold harmless KPDRA, its officers, contractors, consultants, advisors, and agents from any loss or damage, including, but not limited to attorney fees and costs of suit, and from any claim or liability arising from Applicant’s submittal of the Application and Applicant’s participation or non-participation in this program; and

5. Applicant is not subject to backup withholding and Applicant certifies that its social security number or tax identification number is:

\_\_\_\_\_.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Make sure you have submitted BY May 15, 2020:**

- Application form
- Map CLEARLY marked with an outline of the land irrigated by the well (Example: Google Earth Map, County Tax Lot Map, etc.).
- Power Records for which you are requesting reimbursement

**Please Note:**

- **COMPLETED** and **SIGNED** Application forms and **ALL** of the requested documentation must be received by the due date above. **Incomplete Application forms may be returned.**
- You may be asked to provide additional information to aid in the processing of your Application. If we notify you that additional information is necessary, you will have 10 calendar days to respond.