



IDAHO SOIL & WATER CONSERVATION COMMISSION

SPECIAL MEETING BY ZOOM/TELECONFERENCE NOTICE & AGENDA

Idaho Soil & Water Conservation Commission
June 21, 2021, 10:00 a.m. to 11:00 a.m. MT

Location: Idaho Water Center, 322 E Front St, Suite 560, Conference Room, Boise
TELECONFERENCE # 1-877-820-7831 Passcode: 922837

[ZOOM Meeting Link](#)

Zoom Meeting ID: 916 9424 2405 Zoom Password: 991906

*In order to ensure compliance with social distancing requirements at the meeting, we ask that any person planning on attending the meeting in person provide forty-eight (48) hour notice to Crystal Rosen at (208) 332-1790. Pursuant to the city of Boise's Public Health Emergency Order 20-17, persons attending the meeting in person are requested to wear face covering that completely cover their nose and mouth if 6 feet of distance cannot be maintained.

Members of the public may address any item on the Agenda during consideration of that item. Those wishing to comment on any agenda item are requested to so indicate on the sign-in sheet in advance. Copies of agenda items, staff reports and/or written documentation relating to items of business on the agenda are on file in the office of the Idaho Soil & Water Conservation Commission in Boise. Upon request, copies can be emailed and will also be available for review at the meeting.

The Commission will occasionally convene in Executive Session, pursuant to Idaho Code § 74-206(1). Executive Session is closed to the public.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The meeting will be held in facilities that meet the accessibility requirements of the Americans with Disabilities Act. If you require special accommodations to attend, participate in, or understand the meeting, please contact the Idaho Soil & Water Conservation Commission at (208) 332-1790 or Info@swc.idaho.gov so advance arrangements can be made.

	1.	WELCOME, SELF-INTRODUCTIONS, AND ROLL CALL	Chairman
	2.	PARTNER REPORTS (information only)	
*	3.	AGENDA REVIEW (<u>potential action item</u>) The Agenda may be amended by formal Board action, if necessary, at the meeting. If so, a motion that states the reason for the amendment and the good faith reason the item was not included in the original agenda will be made and approved by the Board.	Chairman Wright
ACTION ITEMS			
*#	4.	CREP CONTRACT AGREEMENT ACTION: Approve CREP Agreement and delegate authority for the acting administrator to accept any final changes by USDA at his discretion and to sign the final agreement.	Trefz
*	5.	ELECT COMMISSION OFFICERS TO SERVE BEGINNING JULY 1, 2021 1. Chairman 2. Vice-Chairman 3. Secretary ACTION: Elect FY2022 Officers	Chairman Wright/ Rosen
ADJOURN <i>The next Regular Commission Meeting will be on August 19, 2021, at 10:00 AM MT in Boise, Idaho.</i>			

(*) Action Item

(#) Attachment

ACTION: Staff recommended action for Commission consideration

Monday, June 21, 2021 Meeting Agenda

Date of Notice: June 18, 2021

**REVISED AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION AND
THE STATE OF IDAHO**

**CONCERNING THE IMPLEMENTATION OF THE
IDAHO EASTERN SNAKE PLAIN AQUIFER CONSERVATION
RESERVE ENHANCEMENT PROGRAM**

This Revised Agreement (Agreement) is entered into between the United States Department of Agriculture (USDA) Commodity Credit Corporation (CCC) (together, USDA CCC) and the State of Idaho (State) by and through the Idaho Soil and Water Conservation Commission (ISWCC) and the Idaho Department of Water Resources (IDWR) (together, the State) to implement a Conservation Reserve Enhancement Program (CREP) under the Conservation Reserve Program (CRP).

The provisions of this Agreement supersede all provisions of the earlier version of the Idaho Eastern Snake Plain Aquifer CREP Agreement entered into between USDA CCC and the State of Idaho on May 18, 2006, as amended. However, the provisions of the earlier Idaho Eastern Snake Plain Aquifer Agreement will continue to apply and be fully adhered to between USDA CCC and the State for all still-existing CRP contracts approved under such earlier agreement prior to the implementation of this Agreement, except with regard to the provisions for eligibility for reenrollment, and the provisions of Section VII.9, herein, both of which shall also apply to still-existing CRP contracts approved under the earlier Idaho Eastern Snake Plain Aquifer CREP Agreement.

All acreage enrolled under the provisions of the earlier Idaho Eastern Snake Plain Aquifer CREP Agreement will be cumulatively applied to the total project acreage ceiling established under Section II of this Agreement.

No more than 50,000 acres can be enrolled in CRP through this CREP at any one time.

I. PURPOSE

The purpose of this Agreement is to allow, where deemed desirable by USDA CCC and the State, certain irrigated cropland acreage physically located in the project area to be enrolled in the CRP through this CREP. See Exhibit 1 for the Idaho Eastern Snake Plain Aquifer project area.

II. GENERAL PROVISIONS

This CREP contemplates the enrollment of up to 50,000 acres of cropland and is designed to reduce the amount of irrigation water consumptive use, conserve energy, and reduce the amount of agricultural chemicals and sediment entering waters of the State from agricultural lands. In addition, aquatic and terrestrial wildlife habitat, including for upland birds, will be enhanced

through establishment of permanent vegetative cover.

The primary goals of this CREP are, when full enrollment is reached, to:

1. Enroll up to 50,000 acres of eligible cropland.
2. Cease the application of water on up to 50,000 acres of irrigated cropland and thereby reduce consumptive use of water from the Eastern Snake Plain Aquifer by an estimated two (2) acre-feet annually per enrolled acre up to a total of 100,000 acre-feet annually.
3. Provide up to 50,000 additional acres of native grassland habitat for wildlife in the Idaho CREP project area, improving habitat for grassland-nesting birds such as sage grouse and sharp-tailed grouse.

III. AUTHORITY

The CCC has the authority under the provisions of the Food Security Act of 1985, as amended (1985 Act) (16 U.S.C. § 3831 et. seq.), and the regulations at 7 CFR Part 1410 to perform all its activities contemplated by this Agreement. Other authorities may also apply.

The State, by and through its responsible agencies, has the authority under Idaho code §§ 22-2718 and 42-1805 to perform all its activities contemplated by this Agreement. Other authorities may also apply.

This Agreement is not intended to, and does not, supersede any State or Federal laws or regulations, which have been or may be promulgated by either USDA, CCC, or the State. CREP is a component of the CRP. The Farm Service Agency (FSA) administers the CRP on behalf of CCC.

IV. PROGRAM ELEMENTS

USDA CCC and the State agree that:

1. This CREP consists of a continuous CRP sign-up component, CCC cost-share and annual rental payments, and State annual payments.
2. Eligible practices for this CREP are:
 - A. CP2 Establishment of Permanent Native Grasses; and
 - B. CP4D Permanent Wildlife Habitat.

To be enrolled as practice CP2, the cropland must be devoted to a cover comprised of a mixed stand of at least two perennial native grass species and at least one forb or legume species best suited for wildlife in the area. Trees, shrubs, and other woody vegetation are not authorized as part of the cover for practice CP2.

To be enrolled as practice CP4D, the cropland must be devoted to a cover comprised of a

mixed stand of a minimum of four species of grasses, trees, shrubs, forbs, or legumes best suited for wildlife in the area. A wildlife conservation plan must be developed for the land devoted to CP4D and must be signed by the participant.

3. All installed practices and approved conservation plans must be consistent with and meet the minimum criteria in the Idaho Natural Resources Conservation Service Field Office Technical Guide, CRP regulations at 7 CFR Part 1410, FSA National CRP Directives, and this Agreement.
4. Only cropland, as defined and determined by FSA, is eligible for enrollment in CRP through this CREP. Cropland that meets the eligibility criteria in this Agreement and in FSA National CRP Directives will be considered for enrollment in CRP through this CREP.
5. The CRP contracts for acres enrolled in CRP through this CREP must be for a period of not less than 10 years and not more than 11 years.
6. Eligible producers will not be denied the opportunity to offer eligible acreage for enrollment in CRP through general or continuous CRP signup.
7. CRP contracts executed under this Agreement will be administered in accordance with, and subject to, the CRP regulations at 7 CFR Part 1410 and the provisions of this Agreement. In the event of a conflict, the CRP regulations will control.
8. No land may be enrolled through this Agreement until the FSA National Program Manager for CREP approves a detailed Idaho State FSA Office amendment to FSA National CRP Directives, which provides a thorough description of this CREP and applicable practices.
9. To be eligible for enrollment in CRP through this CREP, the cropland must be physically located within the project area, as determined by FSA, and meet the cropland eligibility requirements in 7 CFR Part 1410, FSA National CRP Directives, and this Agreement.
10. To enroll irrigated cropland in CRP through this CREP, all of the following eligibility criteria must be met. Non-irrigated cropland is not eligible for enrollment through this CREP.
 - A. The person or entity who owns the water rights appurtenant to the cropland offered for enrollment in CRP through this CREP must:
 - i. Be in compliance with all State laws and procedures regarding such water rights, as determined by the State, at the time the cropland is offered for enrollment in CRP through this CREP; and
 - ii. Agree with the State that said person or entity will cease diverting water under the irrigation water rights(s) associated with the cropland to be enrolled, for the purpose of irrigating the acres enrolled for the term of the CRP contract, except as specified in Section IV.12, by completing a separate agreement entitled “Agreement Not to Divert Water from the Eastern Snake Plain Aquifer” (Agreement Not to Divert), and

submitting such agreement to the State. The State will develop and provide the Agreement Not to Divert, which will include all information necessary for the State and USDA CCC to make determinations regarding the eligibility of the cropland and the person or entity for enrollment in CRP through this CREP. No CRP contract for cropland to be enrolled in CRP through this CREP will be approved unless the State provides FSA a completed and signed copy of an Agreement Not to Divert, and the State has determined that the eligibility criteria regarding water rights are met.

- B. The cropland must have been irrigated at a rate of not less than ½ acre-foot per acre per year, as determined by the State, for four out of the six years immediately prior to the date the cropland is offered for enrollment in CRP through this CREP. If the cropland offered was irrigated at a rate of not less than ½ acre-foot per acre in the calendar year in which the cropland was offered for enrollment, then that calendar year shall be included in the six-year period.
 - C. The cropland must be physically and legally capable of being irrigated in a normal manner, as determined by CCC and the State, respectively, when offered for enrollment in CRP through this CREP.
 - D. All water rights appurtenant to the offered cropland must be included in the Agreement Not to Divert. The quantity of water available for irrigation use under the water rights will be reduced in accordance with State law and as provided in the Agreement Not to Divert, to account for the acres enrolled in CRP through this CREP that are no longer available for irrigation.
 - E. There must be at least one groundwater water right associated with the cropland to be enrolled in CRP through this CREP for which the point of diversion of such ground water right is physically located within the project area.
 - F. The maximum number of cropland acres that can be enrolled per CRP contract is the lesser of the following:
 - i. The total number of acres allowed on the water right(s), as applicable, as determined by the State; or
 - ii. The total number of acres that meet the criteria specified in Section IV.10.B, as determined by the State.
 - G. The water rights appurtenant to the cropland are not enrolled in the Idaho Water Resource Board Water Supply Bank, established pursuant to Idaho Code §§ 42-1761 through 42-1766, nor are in use for any mitigation measures, as determined by the State, at the time the cropland is offered for enrollment in CRP through this CREP.
11. Prior to CCC approval of the CRP contract, the State will provide FSA with the producer, State, and water right data needed for FSA to determine the number and location of acres eligible for enrollment in CRP through this CREP, including but not limited to the following:

water rights number(s), total number and location of acres allowed under the water rights, producer name and address, and confirmation that the person or entity who owns the water rights meets the requirements in Section IV.10.A. The data will be provided in a standardized manner agreed to between FSA and the State.

12. Except for land that is re-enrolled, participants may apply not more than 1/2 acre foot of irrigation water to enrolled irrigated cropland during the first 12 months after the effective date of the CRP contract, but only when determined necessary by FSA and specified in the participant's approved conservation plan to establish the approved vegetative cover. Otherwise, no irrigation water may be applied to the land at any time during the term of the CRP contract, unless specifically approved in writing by CCC and the State. Use of irrigation water is not authorized for any re-enrolled land.
13. The water use reductions achieved by enrolling irrigated cropland in CRP through this CREP must be commensurate with the goals of this CREP, and at a minimum equal the amount of water normally used to irrigate the irrigated cropland enrolled, except for the amounts and purposes specified in Sections IV.12.
14. Notwithstanding any other provisions of this Agreement, the water rights that were used to irrigate the cropland being offered for enrollment in CRP through this CREP, at the time of offer, shall be the water rights that are subject to the Agreement Not to Divert entered into with the State for use in achieving the water use reduction goals of this CREP, as described in Section II. No other water rights may be used for irrigation or other purposes as substitutes or alternatives to the water rights subject to the Agreement Not to Divert.
15. The Agreement Not to Divert entered into in order to enroll irrigated cropland in CRP through this CREP does not make such cropland associated with those water rights ineligible for re-enrollment in CRP through this CREP.
16. Land enrolled in CRP through this CREP shall, for re-enrollment purposes only, be considered to meet the following criteria during the time the land was enrolled, unless the land did not meet such criteria when initially enrolled.
 - A. Have been irrigated at a rate of not less than 1/2 acre-foot per acre per year; and
 - B. Be physically and legally capable of being irrigated in a normal manner.
17. To re-enroll irrigated cropland in CRP through this CREP, both of the following criteria must be met.
 - A. The cropland must:
 - i. Be currently enrolled in CRP through this CREP and be re-enrolled in CRP through this CREP before the existing CRP contract ends;
 - ii. Meet all requirements and criteria for re-enrollment according to the provisions for re-enrollment under FSA's continuous CRP sign-up, as provided in FSA National

CRP Directives and 7 CFR Part 1410, including that the existing cover must be in compliance with the conservation plan for the land;

iii. Meet the requirements of Section IV.9 and IV.10; and

iv. Be enrolled as the same eligible practice as the practice in which it is currently enrolled; and

B. Prior to the end of the existing CRP contract and before the new CRP contract is approved, the State and the participant(s), and other persons or entities if determined necessary by ISWCC, must enter into a renewed Agreement Not to Divert. The State shall provide documentation of the renewed Agreement Not to Divert to FSA no later than 60 days before October 1 of the year in which the existing CRP contract ends, unless CCC agrees in writing to a different time period. If the State does not provide the applicable documentation within the time period provided herein, CCC may disapprove the offer to re-enroll such land.

18. Participants that re-enroll eligible land in CRP through this CREP are not eligible for, and shall not receive, any CCC cost-share payment for the re-enrolled land regardless of the practice.

19. Practice incentive payments and signup incentive payments are not authorized and shall not be paid for any acreage or practice enrolled or re-enrolled in CRP through this CREP.

V. FEDERAL COMMITMENTS

USDA CCC agrees to:

1. Excluding all re-enrolled land, provide cost-share payments to eligible participants for up to 50 percent of the eligible reimbursable costs incurred for installation of approved conservation practices according to FSA National CRP Directives.

The total of all cost-share payments from all sources shall not exceed 100 percent of the cost of the practice. CCC will use the CRP regulations and FSA National CRP Directives in determining the cost of the practice, and any limitations thereto, under this CREP.

2. Make annual rental payments based on county per-acre irrigated rental rates, as determined by CCC. The maximum per-acre annual rental payment for eligible irrigated cropland will be the per-acre irrigated cropland rental rate at the time the offer is submitted, as determined by CCC, for the county in which the majority of the eligible irrigated cropland offered is physically located.

3. Administer CRP contracts for land enrolled in CRP through this CREP in accordance with CRP regulations at 7 CFR Part 1410 and FSA National CRP Directives.

4. Review and approve, when appropriate, conservation plans for land enrolled in CRP through

this CREP in accordance with FSA National CRP Directives.

5. Conduct compliance reviews in accordance with FSA National CRP Directives.
6. Provide information and technical assistance to producers regarding this CREP.
7. Share appropriate data with the State to facilitate implementation of the provisions of this Agreement and State monitoring efforts. All data shared is subject to the provisions of Section VII.9.
8. Make all land and producer CRP eligibility determinations in accordance with CRP regulations at 7 CFR Part 1410, FSA National CRP Directives, and this Agreement.
9. Provide the State CREP coordinator a copy of all approved CRP contracts for land enrolled in CRP through this CREP to facilitate the State's implementation of this CREP. Copies of such CRP contracts will be provided within 30 days of contract approval by CCC.
10. Provide the State CREP coordinator a copy of all modified or terminated CRP contracts for land enrolled in CRP through this CREP. Copies of such CRP contracts will be provided within 30 days of the date CCC modified the contract.
11. Notify the State CREP coordinator when the approved cover has been established.

VI. STATE COMMITMENTS

The agencies of the State primarily responsible for the implementation of this Agreement are ISWCC and IDWR.

1. The State, through ISWCC and IDWR, agrees to the following:
 - A. Except as specified in Section VI.1.B, contribute not less than 20 percent of the overall annual program costs of this CREP through direct payments to eligible participants, and through in-kind contributions. At least 10 percent of the overall cost (one-half of the 20 percent) must be in the form of direct payments to participants.

In the event that the State has not contributed at least 20 percent of the overall total costs, with the provision of at least 10 percent of the overall costs (one-half of the 20 percent) being in direct payments to participants, as determined by CCC, the State is required by CCC to fulfill that obligation and pay the difference within 90 days, or provide some other mutually agreed upon remedy.

- B. The 20 percent contribution described in Section VI.1.A is premised on the condition that the majority of the matching funds provided by the State is not provided by one or more nongovernmental organizations, as determined by CCC. However, in the event that a majority of the funds the State uses to meet its matching contributions under this CREP is provided by one or more nongovernmental organizations, as determined by CCC and

communicated in writing to the State, then the minimum contribution the State must provide will immediately rise to 30 percent of the overall annual program costs of this CREP. Should this event occur, then at least 15 percent of the overall cost (one-half of the 30 percent) must be in the form of direct payments to participants, as determined by CCC. Further, within 120 days of the date that CCC determines that a majority of the funds the State uses to meet its contributions under this CREP is provided by one or more nongovernmental organizations and communicates such in writing to the State, CCC and the State will agree to a written amendment to this Agreement that notes this source of funds and specifies the required minimum contribution of the State.

- C. For purposes of Section VI.1, “funds” may be cash, in-kind contributions, or technical assistance, as determined by CCC.
 - D. The State shall be solely responsible for determining the participants who are eligible for payments from the State, handling all State payments to participants, and any refunds of State payments issued.
 - E. Paying all costs associated with all annual monitoring and evaluation activities and reports under this CREP.
 - F. Establishing an Enhancement Program Steering Committee, which will include, but not be limited to, representatives from the State Technical Committee, FSA, IDWR, ISWCC, Idaho Department of Environmental Quality, and Idaho Department of Fish and Game. The Enhancement Program Steering Committee will meet at least annually and advise the State regarding implementation of this CREP.
 - G. Within 12 months of the date this Agreement is signed by all parties, provide USDA CCC with measurable and reportable goal(s) related to the purpose(s) of this CREP from enrollment of land in CRP through this CREP. Such goal(s) will be in addition to or replacement of the goals specified in Section II at the time this Agreement is signed by all parties. This Agreement will be amended to specify the new and/or additional goals.
2. ISWCC agrees to:
- A. Make a per-acre annual payment to participants in an amount equal to the result of multiplying the USDA CCC per-acre annual rental payment, as determined in accordance with Section V.2, times 0.13 (13 percent). The annual payment will be divided among the eligible participants according to the shares on the approved CRP contract.
 - B. Provide technical assistance to producers in the development of conservation plans for land enrolled in CRP through this CREP.
 - C. Provide a CREP coordinator to facilitate and oversee program implementation, coordination, promotional activities, technical assistance, monitoring, and evaluation of this CREP. Only the cost for the time the CREP coordinator spends working on this CREP may be included towards the State’s contribution specified in Section VI.1.

- D. Seek producers willing to offer eligible and appropriate land for enrollment in CRP through this CREP.
- E. Implement a broad campaign for continuous public information and education regarding this CREP.
- F. Ensure this CREP is coordinated with other agricultural and natural resource conservation programs at the State and federal level.
- G. By December 31st of each year, provide a report to CCC, in a format determined by FSA, that includes, but is not limited to:
 - i. Status of enrollments in CRP through this CREP;
 - ii. Progress in fulfilling State commitments of this Agreement;
 - iii. Results of all monitoring activities;
 - iv. Detail of all non-federal CREP expenditures;
 - v. Recommendations to improve this CREP;
 - vi. Status of meeting each of the goals specified in Section II;
 - vii. Total of all State direct payments made to participants, in the applicable year and accumulated total, to meet the requirements in Section VI.1;
 - viii. CCC payments made, by type, to participants in the applicable year and accumulated total (CCC will provide State with the relevant data);
 - ix. Cost of each separate in-kind contribution made by the State in the applicable year and accumulated total, to meet the requirements in Section VI.1;
 - x. Summarization of State's overall cost of the program;
 - xi. Number and location of water rights subject to Agreements Not to Divert; and
 - xii. Other data as specified in FSA National CRP Directives.
- H. Enter into and administer an Agreement Not to Divert with the participant(s) on the associated CRP contract, and with other persons or entities if determined necessary by ISWCC, in accordance with Section IV.10.A.ii.
- I. Ensure non-use of any water that had been used to irrigate the land prior to the land being enrolled in CRP through this CREP, except as allowed in accordance with Section IV.12, among other assurances as may be necessary or appropriate, and that the participants do not use, affect, transfer, sell, exchange or otherwise apply the surface or well water except as allowed in accordance with Section IV.12.

- J. If a CRP contract is cancelled, terminated, or otherwise voided any time prior to the end of the CRP contract period, determine what action, if any, to take regarding the annual payments ISWCC has made to the participants, and regarding any subsequent annual payments to be made.
 - K. Notify the FSA county office that administers the CRP contract when the ISWCC determines a participant is in violation of any of the provisions regarding the use of water from water rights subject to an Agreement Not to Divert or any provision of this Agreement. Such notification will be in writing within 30 days of such determination and include the actions taken or to be taken by the State for the noncompliance. USDA will determine what action, if any, to take regarding the associated CRP contract.
 - L. Coordinate with other agencies and political subdivisions of the State and seek the approval of this Agreement by other agencies and political subdivisions of the State as needed, and seek approval of this Agreement by such agencies and political subdivisions and any independent boards, commissions, or other bodies within the State as may be necessary or appropriate, to implement this Agreement and conduct needed activities to monitor the effectiveness of the program in reaching its goals. If agreement by a State agency or political subdivision, or independent board, commission, or other body not signatory to this Agreement is determined to be necessary for implementation and agreement cannot be obtained, ISWCC will notify CCC, and CCC and the State will agree to a written amendment to this Agreement to modify the implementation or terminate this Agreement if no modification can be agreed to.
 - M. Temporarily release the participants from any contractual restrictions on crop production during the CRP contract period if such release is determined necessary by the U.S. Secretary of Agriculture in order to address a national emergency.
3. IDWR agrees to:
- A. Ensure the criteria in Sections IV.10.A, IV.10.B, IV.10.E, and IV.10.G are met at the time the cropland is offered for enrollment in CRP through this CREP;
 - B. Ensure the land is legally capable of being irrigated in a normal manner at the time the land is offered for enrollment in CRP through this CREP;
 - C. Calculate the quantity of water permitted to the cropland enrolled for agricultural irrigation purposes, and ensure that water is not diverted to irrigate cropland enrolled in CRP through this CREP except as allowed in accordance with Section IV.12;
 - D. Enforce the provisions of this Agreement relating to water use, including Idaho rules, regulations, and statutes relating to water use; and
 - E. Ensure that water that had been used to irrigate the cropland prior to the cropland being enrolled in CRP through this CREP is not used, affected, transferred, sold, exchanged, gifted, or otherwise used by any individual, entity, including the State, for irrigation purposes, except as allowed in accordance with Section IV.12.

VII. MISCELLANEOUS PROVISIONS

1. All commitments by USDA CCC and the State are subject to the availability of funds, in accordance with applicable law. It is understood and agreed that the State's contribution under this Agreement shall be paid from the State's Legislative appropriations. The State's Legislature is under no legal obligation to make appropriations to fulfill this Agreement, and this Agreement shall in no way or manner be construed so as to bind or obligate the State, including IDWR and ISWCC, beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. In the event USDA CCC or the State is subject to a funding limitation, it will notify the other party, in writing, within 30 days and any necessary modifications will be made to this Agreement, including termination of this Agreement.
2. All CRP contracts under this CREP will be subject to all limitations set forth in the regulations at 7 CFR Part 1410, including, but not limited to, such matters as economic use, transferability, violations, and contract modifications. Agreements between participants and the State may impose additional conditions not in conflict with those under the CRP regulations, but only if approved, in writing, by USDA CCC.
3. Neither the State nor USDA CCC will assign or transfer any rights or obligations under this Agreement without the prior written approval of the other party.
4. The State and USDA CCC agree that each party will be solely responsible for its own acts, omissions, and results thereof, to the extent authorized by law, and will not be responsible for the acts, omissions, or results thereof of the other party or any others.
5. Either CCC or the State may unilaterally terminate this Agreement at any time upon written notice to the other party. Further, USDA CCC may unilaterally suspend enrollment of land in CRP through this CREP at any time upon written notice to the State. Such termination or suspension will not alter responsibilities regarding existing contractual obligations under this Agreement, or under the earlier Idaho Eastern Snake Plain Aquifer CREP Agreement, between participants and CCC, between participants and the State, or between CCC and the State.
6. The Deputy Administrator for Farm Programs, FSA, or his/her designee, has authority to carry out this Agreement, and with the concurrence of IDWR and ISWCC may further amend this Agreement consistent with the provisions of the 1985 Act, as amended, and the regulations at 7 CFR Part 1410. The provisions of this Agreement may only be modified by written agreement between USDA CCC and IDWR and ISWCC.
7. USDA CCC and FSA will not be party to, or responsible for, any water rights contracts, leases, licenses, transfers, agreements, permits, water use enforcement activity, water savings compliance or monitoring efforts, or any other State or local water laws, regulations, rules, or ordinances. All water rights issues related to this Agreement are matters for the State unless otherwise specified herein. However, USDA CCC reserves the right to deny or terminate

any CRP contract entered into pursuant to this Agreement if eligibility or other provisions of this Agreement related to water rights are not met. Further, no real or personal property will be acquired, held, or disposed of by USDA CCC as a result of this Agreement.

8. Eligible acreage may be enrolled in CRP under this Agreement until this Agreement is terminated, enrollment is suspended, authority for USDA CCC to enroll land in CRP expires or is otherwise ended, the 50,000 acre project limit is reached, or September 30, 2033, whichever comes first.
9. USDA and the State will abide fully by the privacy provisions contained in “Information Gathering” found at Section 1619 of Public Law 110-246 (codified at 7 U.S.C. 8791) (“Section 1619”) and the “Administrative Requirements for Conservation Programs,” found at Section 2004 of Public Law 107-171 (codified at 16 U.S.C. 3844), as well as the Privacy Act of 1974, and related laws. For purposes of Section 1619, USDA has determined that the State is considered to be working in cooperation with USDA and CCC. Specifically, the State will use data provided by USDA only for the purpose of carrying out its responsibilities under, and furthering the goals of, this Agreement. Disclosure of any information beyond the USDA, CCC, and the State must be consistent with the provisions of paragraph (b) of Section 1619; U.S.C. 8791(b). The provisions of Section VII.9 will also apply to any third-party agency, organization, or individual funded or otherwise supported or utilized by the State to conduct any work associated with this Agreement. Additionally, USDA, CCC, and the State agree to keep the data in a secure site. All of the other provisions of the above-noted laws will also apply and must be abided with fully; failure of any party to abide by such provisions may result in immediate termination of this Agreement by USDA. Data provided by USDA to the State must be returned to USDA and/or destroyed by the State, and any third parties with whom the State shared the data, once the State no longer requires such data to carry out its responsibilities under this Agreement, with notice of such destruction being provided to USDA within 30 days of such destruction; this requirement shall apply on a contract-by-contract basis for producers who participate in CRP under this Agreement. Lastly, the provisions of Section VII.9 also apply to still-existing CRP contracts approved under the earlier version of this CREP agreement.
10. Nothing in this agreement will in any way limit USDA CCC’s ability to deny an offer for enrollment, terminate a CRP contract, or obtain refunds of CCC payments made to any participant.
11. If any clause of this Agreement is found by a competent court of the Federal or State jurisdiction to be void, that clause will be stricken from the Agreement and the rest and remainder of the Agreement will remain in effect or, if both CCC and the State agree, the entire Agreement may be voided.
12. Haying and grazing shall be permitted on land enrolled in CRP through this CREP to the same extent that haying and grazing are permitted on land enrolled in CRP through general and non-CREP continuous signups, as determined by CCC.
13. For State budgetary purposes, all CRP contracts for new land offered for enrollment in CRP through this CREP between the date of the last signature to this Agreement and October 1,

2021, will have an effective date not earlier than October 1, 2021. For purposes of this CREP, “new land” is land that is not enrolled in CRP at the time the land is offered for enrollment in CRP through this CREP.

IT IS SO AGREED:

The individual signing below represents that they have the authority to sign this Agreement on behalf of the U.S Department of Agriculture.

FOR THE U.S. DEPARTMENT OF AGRICULTURE

Deputy Administrator for Farm Programs
U.S. Department of Agriculture

DATE

The individuals signing below represent that they have the authority to sign this Agreement on behalf of the State of Idaho.

FOR THE STATE OF IDAHO

Director,
Idaho Department of Water Resources

DATE

Administrator,
Idaho Soil and Water Conservation Commission

DATE

Exhibit 1

Idaho Eastern Snake Plain Aquifer CREP Project Area

