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JAN 31 2002
WATER RIGHTS
SALT LAKE

COOPERATIVE AGREEMENT
BETWEEN
UTAH DIVISION OF WATER RIGHTS
AND SEVIER RIVER WATER USERS ASSOCIATION

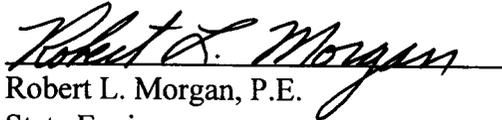
This Agreement is entered into this 24 day of January, 2002, by and between the Utah Division of Water Rights, hereinafter referred to as the "Division", and Sevier River Water Users Association, hereinafter referred to as the "Association".

THE PURPOSE of this Agreement is to set forth the terms and conditions under which the Division will contract with the U.S. Geological Survey (USGS) to maintain and operate eight real-time streamflow gaging stations on the Sevier River system and make the data readily available via the Internet. The Division and Association are desirous of having such data available to assist them in their water management decisions and the Association is willing to help fund the cost of operating the data collection platforms (DCP) on the Sevier River system.

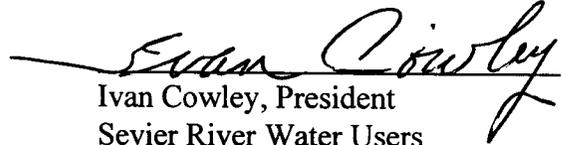
NOW, THEREFORE, it is hereby mutually agreed as follows:

1. The Division will include in their joint funding agreement (JFA) with the USGS for fiscal year 2002 (FY 2002) the operation and maintain of the following eight gaging stations on the Sevier River system. 1) Sevier River near Kingston; 2) East Fork Sevier River near Kingston; 3) Sevier River below Piute Dam; 4) Clear Creek above diversions; 5) Sevier River near Sigurd; 6) Sevier River below San Pitch River; 7) Sevier River near Juab; and 8) Sevier River near Lynndyl. The discharge for these eight sites will be processed and posted on the USGS web page, generally within 4 hours.
2. The Division will pay the cost-share amount for the basic operation of these gaging stations, which is \$5,250 per station.
3. The Association will pay the cost-share amount for the operation of the DCP, which is \$800 per station.
4. The Division will submit to the Association on or about April 1, 2002 a bill in the amount of \$6,400 for the cost of operating and maintaining the DCPs at the eight gaging stations. The Association will transfer the funds to the Division within 45 days. The funds transferred to the Division will be placed in an account and upon proper receipt of a bill from the USGS that the work has been done, the funds will be paid to the USGS.

5. Either party can terminate this agreement upon 30 days written notice, thus relieving them of any further financial obligation.
6. The duration of this agreement is from July 1, 2001 to, and including, June 30, 2002.



Robert L. Morgan, P.E.
State Engineer
Utah Division of Water Rights



Ivan Cowley, President
Sevier River Water Users
Association