

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE OFFICE OF THE ACTING ASSISTANT SECRETARY OF THE AIR FORCE FOR
ENERGY, INSTALLATIONS, AND ENVIRONMENT

AND

366th FIGHTER WING
MOUNTAIN HOME AIR FORCE BASE

AND

THE IDAHO WATER RESOURCE BOARD

AND

IDAHO OFFICE OF THE GOVERNOR

FOR

POTENTIAL WATER RESILIENCE PROJECT IN THE MOUNTAIN HOME PLATEAU
REGION

F1AF2E-21133-001

This is a memorandum of understanding (MOU) between the Department of the Air Force (DAF), through the Air Force Office of Energy Assurance (OEA), on behalf of the Office of the Acting Assistant Secretary of the Air Force for Energy, Installations, and Environment, the 366th Fighter Wing, Mountain Home Air Force Base (MHAFB), Idaho Office of the Governor and the Idaho Water Resource Board (IWRB), each a “Party” and collectively referred to as the “Parties.”

1. BACKGROUND:

Given that the regional Mountain Home aquifer has been steadily declining at a rate of two feet per year, the State of Idaho (State), desires to sustainably manage available water resources and maximize their economic benefit. The 2019 Idaho State Legislature passed and approved Senate Joint Memorial 104, which states the Legislature’s support of the construction of a new water supply pipeline to MHAFB to bring water from the Snake River to the base. In 2019, the Idaho State Legislature appropriated \$20M into the Water Management Account, which can be used for the Mountain Home Air Force Base pipeline. The 2021 Idaho State Legislature appropriated an additional \$50M into the Water Management Account, providing sufficient funds to move forward.

A solution and component of a regional strategy is for the State to provide a pump station and pipeline conveyance system to deliver water from the Snake River to the MHAFB property boundary. Once constructed and delivering water to the MHAFB, the IWRB will have secured senior priority water rights from the Snake River. The IWRB has proposed connecting the Snake River pipeline to MHAFB to deliver the senior priority water rights held by the IWRB. Should the project be funded and constructed by the IWRB, once construction is complete, the State intends to transfer or gift the pipeline to the DAF which will then hold title and assume operations and maintenance responsibilities and associated costs for the pipeline. The IWRB will continue to hold the Snake River water rights. MHAFB does not have an active water Utility Services Contract (USC) or Intergovernmental Support Agreement (IGSA), but it may be determined at a future time that a USC or IGSA would be needed to deliver water via the pipeline to the MHAFB property boundary. Any adopted solution must be consistent with federal and state statutory requirements applicable to the DAF and IWRB, including the requirements relating to budgetary scoring.

The Snake River surface water would serve as an additional water source and the DAF would supplement groundwater use with Snake River water. The DAF intends to preserve and exercise its existing groundwater rights' capability to draw from on-base wells to retain access to groundwater and its right to engage in water conservation programs as desired.

2. PURPOSE:

- a) The Parties seek to establish an MOU with the intent of achieving reduced and/or shared costs and reductions in risk by finding solutions to improve water resilience. The Parties will engage in alignment of execution strategies, transaction approaches, and other miscellaneous scope items associated with the project concept.
- b) The Parties agree to develop a clear set of conditions to ensure that both Parties' decision to proceed with a water resilience project is mutually supportive and in concert with the other Party.
- c) The DAF will preserve and exercise the existing groundwater rights at MHAFB and the existing capability to draw from onsite wells. The DAF will also preserve the right to implement water conservation measures or other water-reducing techniques.

3. UNDERSTANDINGS OF THE PARTIES:

- a) The DAF will investigate potential authorities to comply with executive agency requirements including, but not limited to, 40 U. S. C. § 501 (Services for executive agencies) and relevant environmental statutes and requirements, including the National Environmental Policy Act (NEPA), 42 U. S. C. § 4321, et seq. The DAF will research and identify potential authorities to accept the transfer including but not limited to: 10 U.S.C. § 2608 - Acceptance of contributions for defense programs, projects, and activities, Defense Cooperation Account, 10 U.S.C. § 2663 - Land acquisition authorities and 10 U.S.C § 2601 - General gift funds.

- b) The IWRB will pursue funding sources, including, but not limited to funds available in the Water Management Account, Idaho Code § 42-1760, to construct an intake pumping station and pipeline, estimated at \$27M, to deliver surface water from Snake River to MHAFB.
- c) The State of Idaho intends to transfer or gift the intake pumping station and pipeline to the DAF, which will then hold title and assume operations and maintenance responsibilities and associated costs for the pipeline. The IWRB will continue to hold the Snake River water rights.
- d) The DAF will pursue funding sources including, but not limited to, the Energy Resilience and Conservation Investment Program (ERCIP) to fund design and construction for a new water treatment plant (WTP) to process the surface water from the Snake River. If Parties determine that the project scope items are in the best interest of all Parties, Parties may coordinate project efforts by sharing construction and design plans, as well as details of environmental studies and/or lease transactions.
- e) With funding secured, the DAF will construct a new WTP located on MHAFB, estimated to cost \$49.3M, to process the incoming Snake River surface water. MHAFB will utilize surface water provided by the Snake River pumping station and pipeline to operate the WTP.
- f) The Parties will develop a strategy that clearly outlines roles and responsibilities for the operations and maintenance of the pipeline prior to a final decision to undertake a water resilience project.
- g) Each Party will implement its own scoping, analysis, and approval process, in consultation with the other Parties as required to assure overall consistency in analysis. Upon completion of approvals, the Parties agree to collaborate as may be useful or necessary to assure that the separate projects function together, particularly as may be required to allow effective interconnection of the pipeline with the WTP.
- h) Future obligations and expenses of each Party shall be through separate, future agreements and contracts and not through this MOU. The Parties acknowledge the DAF shall at no time be obligated for payment of fees, tariffs, capital recovery charges, etc. associated with construction of an intake pumping station and pipeline to deliver surface water from Snake River to MHAFB; and the State shall at no time be obligated with charges associated with construction for the WTP.

4. **PERSONNEL:**

Each Party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel.

5. **GENERAL PROVISIONS:**

5.1. **POINTS OF CONTACT:** The following are the points of contact that will be used by the Parties to communicate in implementations of this MOU. Each Party may change its point of contact upon reasonable notice to other Parties.

5.1.1. **OEA (on behalf of the Office of the Acting Assistant Secretary of the Air Force for Energy, Installations, and Environment):**

Ms. Brittany Angle
Chief, Project Development Division

5.1.2. **MHAFB:**

Mr. Andrew Mendoza
Deputy Base Civil Engineer

5.1.3. **IWRB:**

Brian Patton
Executive Officer, Idaho Water Resource Board

5.2. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to OEA, to –

2530 Crystal Drive, 8th Floor, Arlington, VA 22202

And, if to MHAFB, to –

366CES/CD, 1030 Liberator St. Mountain Home AFB ID 83648

And, if to IWRB, to –

PO Box 83720, Boise, ID 83720-0098

5.3. **FUNDS AND MANPOWER.** This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds.

5.4. **MODIFICATION OF MOU:** This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed no less often than at the mid-point of its term and around the anniversary of its effective date in its entirety.

5.5. **DISPUTES:** Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

- 5.6. **TERMINATION OF UNDERSTANDING:** The Parties acknowledge and agree that each Party will have the right to terminate the negotiation of an agreement for any reason or no reason and that no Party owes a duty to negotiate an agreement. The MOU may be terminated by either Party by giving at least 180 days written notice to the other Party.
- 5.7. **TRANSFERABILITY:** This MOU is not transferable except with the written consent of the Parties.
- 5.8. **ENTIRE UNDERSTANDING:** It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.
- 5.9. **EFFECTIVE DATE:** This MOU takes effect beginning on the day after the last Party signs.
- 5.10. **EXPIRATION DATE:** This MOU expires two (2) years from the effective date unless renewed by all Parties. Additional reviews may take place as changing conditions or circumstances require.
6. **FINANCIAL DETAILS:** This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.
7. **COMPETITION:** Nothing in this MOU provides the Parties with any preference, advantage or otherwise in furtherance or pursuit of any engagement outside the scope of this MOU, nor in any respect limits the options of any Party with respect to the subject matter of this MOU or any other project or undertaking. In order to avoid any appearance of a conflict of interest, the Parties may set limits on the level of assistance or cooperation any Party provides the other.

APPROVED:

Office of the Acting Assistant Secretary of the Air Force
for Energy, Installations, and Environment



JENNIFER L. MILLER

Acting Assistant Secretary of the Air Force
(Energy, Installations, and Environment)

Date: 13 May 2021

Mountain Home Air Force Base



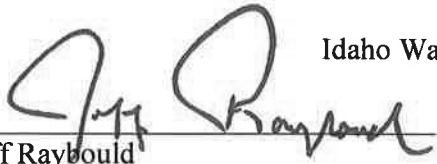
RICHARD A. GOODMAN

Colonel

Commander, 366 Fighter Wing (ACC)

Date: 10 May 2021

Idaho Water Resources Board (IWRB)

A handwritten signature in black ink, appearing to read "Jeff Raybould". The signature is written in a cursive style with a large initial "J" and "R".

Jeff Raybould
Chairman

Date: May 7, 2021

Idaho Office of the Governor



Brad Little
Governor

Date: 5/10/21