Governor Brad Little
State Capitol :: Boise, Idaho 83720
(208) 334-2100 :: gov.idaho.gov

September 3, 2019

The Honorable John P. Roth
Under Secretary of the U.S. Air Force
1670 Air Force Pentagon
Washington, D.C. 20330

Dear Under Secretary Roth,

I would like to thank you and Mr. Henderson for taking the time to sit down with U.S. Senator Jim Risch and me recently to discuss the Mountain Home Water Resilience Project (Project).

Throughout our discussion it was clear we all share in the desire to enhance the mission at the Mountain Home Air Force Base (MHAFB). The base is a vital part of the local economy, not only for the City of Mountain Home, but the entire region.

As you know, we live in a high, arid desert. Water is a precious commodity and the lifeblood of our state. In southern Idaho, we rely on this important resource for production agriculture, national security, our burgeoning technology sector, and everything in between. It is important that we sustainably manage this resource to ensure these industries are part of Idaho's landscape well into the future.

To that end, the State of Idaho has invested $5 million to date securing a senior surface water right and an easement for the Project. This last year, I worked with the Idaho Legislature to set aside an additional $20 million to fund largescale water infrastructure projects, specifically naming the water resilience project at MHAFB as a high priority.

During our meeting last month, we agreed that a utility-type relationship between the State of Idaho and MHAFB would be appropriate. The state would secure funding for the pumping and transportation of the water and charge MHAFB as a utility customer. We have reflected these changes in the draft memorandum of understanding enclosed with this letter.

I look forward to working with the you and your staff to ensure MHAFB remains a part of our community for decades to come.

Sincerely,

Brad Little
Governor of Idaho

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE OFFICE OF THE DEPUTY ASSISTANT SECRETARY OF THE AIR FORCE FOR ENVIRONMENT, SAFETY, AND INFRASTRUCTURE

AND

366th FIGHTER WING
MOUNTAIN HOME AIR FORCE BASE

AND

THE IDAHO WATER RESOURCE BOARD

REGARDING A POTENTIAL WATER RESILIENCE PROJECT IN THE MOUNTAIN HOME PLATEAU REGION

This Memorandum of Understanding (MOU) is entered into by the United States Air Force (USAF) (through the Air Force Office of Energy Assurance (OEA), on behalf of the Office of the Deputy Assistant Secretary of the Air Force (Environment, Safety, & Infrastructure) and the 366th Fighter Wing, Mountain Home Air Force Base (MHAFB)) and the Idaho Water Resource Board (IWRB), each a "Party" and collectively referred to as the "Parties."

1. **BACKGROUND:**

The State of Idaho and the USAF are working together to improve water resilience ~~in the Mountain Home plateau region containing~~at the MHAFB. 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 regional water resilience.

Given that the regional Mountain Home aquifer has been steadily declining at a rate of two feet per year, the State of Idaho (State), through the IWRB, seeks to develop a regional strategy to sustainably manage available water resources and maximize their economic benefit. One proposed solution has been to construct a pipeline to provide surface water from the Snake River to the Mountain Home Air Force Base which would ~~decrease the drawdown on the Mountain Home aquifer, and~~ provide the MHAFB with a senior priority surface water supply from the Snake River. ~~The decreased groundwater drawdown would improve the longevity of the aquifer and increase regional water resilience.~~ The IWRB has proposed connecting the Snake River pipeline to MHAFB in order to deliver sufficient water to meet the installation's water demand, up to 3.5 million gallons of water per day.

Any adopted solution must be consistent with statutory requirements applicable to the USAF, including the requirements relating to budgetary scoring. If the Snake River pipeline is selected as the preferred solution to address the regional water stress, the USAF would construct a new water treatment plant (WTP) to process the incoming surface water. The Snake River surface water would serve as the primary ~~an alternative~~ water source.~~; it would not fully replace the MHAFB groundwater source.~~ The USAF would replace ground water use with Sn~~b~~ake River water, provided that ~~T~~the USAF intends to preserve and exercise on a recurring basis its existing groundwater rights and the existing capability to draw from on-base wells in order to retain the wells as an emergencye water supply.~~.~~

As part of its evaluation, MHAFB will seek to identify, and if appropriate pursue, potentially available Department of Defense (DoD) or Congressional funding to construct a WTP to be located on base. If this is the selected solution, MHAFB would utilize surface water provided by the Snake River pipeline to operate the WTP. This solution may reduce MHAFB reliance on the declining regional aquifer that threatens regional water resilience. 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 ~~fence~~ property line.

2. **AUTHORITIES:**

In determining the project scope Parties will investigate potential authorities such as: 10 U. S. C. § 2668 (Easements for rights-of-way), 40 U. S. C. § 501 (Services for executive agencies, 10 U. S. C. § 2679 (Installation-support services: intergovernmental support agreements) and 10 U. S. C. § 2914 (Energy resilience and conservation construction projects). The parties will also identify and comply with relevant environmental statutes and requirements, including, but not limited to the National Environmental Policy Act (NEPA), 42 U. S. C. § 4321, et seq.

This MOU is executed in accordance with DoD Instruction 4000.19 Support Agreements (DoDI 4000.19) and Air Force Instruction 25- 201 Intra-Service, Intra-Agency, and Inter-Agency Support Agreements Procedures (AFI 25-201).

The 2019 Idaho State Legislature passed and approved Senate Joint Memorial 104 which states the L~~l~~egislature's support of the construction of a new water supply pipeline to the Mountain Home Air Force Base to bring water from the Snake River to the ~~Base~~MHAFB. The 2019 L~~l~~egislature also passed and approved House Bill 285 which appropriated $20 million for the Anderson Ranch Reservoir Enlargement and/or the Mountain Home Air Force Base pipeline.

3. **PURPOSE:**

a) Under this MOU, the Parties agree to meet and explore execution strategies and other miscellaneous scope items associated with the project concept suggested by all Parties.

b) Once the project scope and authorities are defined, appropriate threshold requirements (including environmental and economic analyses) are satisfied, and it is determined by MHAFB that the proposed water resilience project will support MHAFB's mission

requirements, the Secretary may direct the execution of actions and agreements necessary to allow IWRB to connect water-related infrastructure to MHAFB infrastructure.

c) The IWRB will pursue funding sources, including, but not limited to funding identified in House Bill 285 ~~RS27141 (FY 2019 trailer and supplemental appropriation bill)~~ to construct an intake pumping station and pipeline to deliver surface water from Snake River to MHAFB.

d) Subject to Paragraph 3b) above, the USAF will pursue funding sources, including, but not limited to the Energy Resilience and Conservation Investment Program (ERCIP) to design and construct a new WTP to process the surface water from the Snake River.

~~e) The Parties agree to develop language that clearly states that the State and/or their appointed representative will not require the USAF to repay the construction costs or full operations and maintenance costs of the pipeline due to the dispersed benefits to the State and the Mountain Home Plateau region.~~

~~f)~~e) If the projects contemplated by full implementation of this MOU are completed, the USAF anticipates the relationship and arrangement in association with the proposed pipeline will be similar to that of regulated utility. ~~and not for the USAF's sole benefit.~~

~~g)~~f) The Parties agree to 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.

~~h)~~g) The USAF will preserve and exercise the existing ground water rights at MHAFB and the existing capability to draw from onsite wells as an emergency water supply. The USAF will also preserve the right to implement water conservation measures or other water-reducing techniques.

~~i)~~h) 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.

4. **RESPONSIBILITIES OF THE PARTIES:**

a) The Parties will determine whether it is in the best interest to pursue a water resilience project.

b) If Parties determine that the contemplated project scope items are in the best interest of all Parties, Parties may share construction and design plans to coordinate project efforts.

c) Future obligations and expenses of each Party shall be through separate, future agreements and contracts and not through this MOU.

5. **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.

6. **GENERAL PROVISIONS:**

~~6.1.~~ **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.

6.1.

6.1.1. **OEA (on behalf of the Office of the Deputy Assistant Secretary of the Air Force (Environment, Safety, & Infrastructure)):**
Mr. Eric Griesenbrock
Chief, Technology Integration Division

6.1.2. **MHAFB:**
Mr. Nathan Rowland
Deputy Base Civil Engineer

6.1.3. **IWRB:**
~~Name~~ Brian Patton
~~Title~~ Executive Officer, Idaho Water Resource Board

6.2. **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 –

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

And, if to IWRB, to –

322 E Front St, Suite 648, Boise, ID 83702

6.3. **REVIEW OF AGREEMENT:** This MOU will be reviewed annually on or around the anniversary of the Parties, duly signed by their authorized representatives.

6.4. **MODIFICATION OF AGREEMENT:** This MOU may be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. **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 or in accordance with DoDI 4000.19.

6.6. **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.

6.7. **TRANSFERABILITY:** This MOU is not transferable except with the written consent of the Parties.

6.8. **ENTIRE UNDERSTANDING:** It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.9. **EFFECTIVE DATE**: This MOU takes effect beginning on the day after the last Party signs.

6.10. **EXPIRATION DATE:** This MOU expires two (2) years from the effective date unless renewed by all Parties. Additional reviews may take places as changing conditions or circumstances require.

7. **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.

8. **COMPETITION:** Nothing in this MOU provides IWRB with any preference, advantage or otherwise in furtherance or pursuit of any engagement with the USAF outside the scope of this MOU, nor in any respect limits the options of either 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 USAF and the City and/or IWRB may set limits on the level of assistance or cooperation either Party provides the other.

AGREED:

Office of the Deputy Assistant Secretary of the Air Force
(Environment, Safety, & Infrastructure)

_____
[NAME]
[TITLE]
Date: _____

Mountain Home Air Force Base

_____
[NAME]
Commander, 366th Fighter Wing
Date:_____

Idaho Water Resources Board (IWRB)

_____
[NAME]
[TITLE]
Date: _____