



*This River Runs Forever  
Yakima Basin Integrated Plan*

## MEMORANDUM OF UNDERSTANDING

Between

**The Department of the Interior's  
Natural Resource Investment Center  
and  
The Roza Irrigation District  
and  
The Kittitas Reclamation District**

This Memorandum of Understanding (MOU) is entered into by the Roza Irrigation District and the Kittitas Reclamation District (collectively referred to as Districts) and the Natural Resource Investment Center (NRIC) [the Parties].

### **I. Background**

In 2009, the Bureau of Reclamation (Reclamation) and the Washington State Department of Ecology (Ecology) convened the Yakima River Basin Water Enhancement Workgroup (Workgroup) to develop a consensus-based plan to address the water and aquatic resource needs of the Yakima River Basin. The Workgroup consists of representatives from the Yakama Nation, irrigation districts, environmental organizations, and Federal, State, county, and city governmental entities. In March 2011, the Workgroup members adopted a comprehensive approach the known as Yakima River Basin Integrated Water Resource Management Plan (Integrated Plan).

Reclamation and the Ecology have concluded that the Integrated Plan is the best available alternative for enhancing fish habitat and improving water supply for irrigation and domestic and municipal needs in the Yakima River Basin. In March 2012, Reclamation issued a final environmental impact statement that identified the Integrated Plan as the preferred alternative. The Record of Decision was finalized in July 2013.

The Integrated Plan calls for the balanced implementation of a broad range of activities, including: 1) protection of public lands; 2) acquisition of private lands for protection; 3) designation of wild and scenic rivers; 4) restoration of large-scale river habitat; 5) construction of fish passage at existing dams; establishment of water markets and conservation measures; and 6) the addition, expansion, and enhancement of reservoir water storage. It is anticipated that implementation of individual actions and projects will be funded through a variety of Federal,

State, and local government and non-government partnerships, programs, and other funding sources. Implementation of the Integrated Plan is expected to take place over a 30-year period.

In order to successfully implement an effort of this magnitude, Reclamation, Ecology, and non-Federal sponsors recognize that public-private partnerships may offer a solution to implement essential projects in the Integrated Plan.

The Department of the Interior formed NRIC to assist agencies such as irrigation districts to assess and obtain innovative and affordable non-Federal public and private financing for water resource management projects.

The Districts have been working with NRIC for several months to investigate public and private financing options that are affordable and timely for projects considered under the Integrated Plan. This MOU formalizes this relationship.

## **II. Purpose**

The purpose of this MOU is to define the Parties' respective roles in developing and securing non-Federal public and private financing for projects related to the Integrated Plan.

## **III. Mutual Benefit**

The goals of the NRIC are to increase investment in critical water infrastructure both major rehabilitation and replacement of existing infrastructure and construction of new infrastructure—for water supply resilience. The Districts are interested building infrastructure projects associated with the Integrated Plan that will increase their drought-year water supply, enhance conservation, and improve habitat. The Districts are looking for non-Federal private and public financing to participate fully in moving forward the goals of the Integrated Plan, which mutually benefits all Parties.

## **IV. Implementing Actions**

### **a. The NRIC will:**

- 1) work with the Districts to locate opportunities for innovative and flexible long-term, low-cost financing for a portion of water infrastructure projects under the Integrated Plan;
- 2) introduce the Districts' boards of directors, management, staff, and advisors to appropriate contacts and officials representing such sources of financing;
- 3) assist in presenting the necessary financial and operating information in a format that is customary and appropriate for such sources of financing; and
- 4) provide insight, guidance, and advice to the Districts and their advisors on pertinent financing strategies and structures that can assist in successfully obtaining such financing for Integrated Plan water infrastructure projects.

b. The Districts roles will:

- 1) work with NRIC to provide the necessary information, materials, and financial data that would assist NRIC in identifying potential funding sources and presenting to them any pertinent information regarding the Integrated Plan and its water infrastructure projects;
- 2) meet with any contacts and officials that NRIC introduces as potential funding sources for such projects, if appropriate and desired; and
- 3) assist in providing information as key developments arise in ongoing project-planning and design work that may be of interest to potential funding sources.

## **V. Period of Performance**

This MOU shall become effective on the date of the last signature hereto and shall remain in effect until the end of the Integrated Plan's Initial Development Phase in 2023. The Parties, in writing, may terminate this MOU in whole or in part at any time before the date of expiration upon the following conditions:

- a. mutual agreement, or
- b. at least 30 days written notice

## **VI. Modifications**

The Parties may formally request modification of this MOU. Modifications shall be made only by mutual consent of the Parties by the issuance of a written modification, signed, and dated by the Parties, and will be effective in accordance with the terms and conditions contained herein.

## **VII. Principal contacts**

Jeff Klein, Executive Director  
Natural Resource Investment Center  
1849 C Street NW, Room 5150  
Washington DC 20240  
(202) 208-2579  
jeffrey\_klein@ios.doi.gov

Scott Revell, Manager  
Roza Irrigation District  
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srevell@roza.org

Urban Eberhart, Manager/Secretary  
Kittitas Reclamation District  
P.O. Box 276

## **VIII. General Provisions**

- a. **Non-Fund-Obligating Document.** This MOU is neither a fiscal nor a funds-obligating document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the Parties will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the parties of any contract or other agreement.
- b. **No Binding Rights or Obligations.** Nothing in this MOU is intended to create any right or benefit, substantive or procedural, enforceable at law by a party against the United States, its agencies, its officers, or any other person. Nothing in this MOU shall be deemed to increase the liability of the United States beyond that currently provided in the Federal Tort Claims Act (28 U.S.C. 2671 et seq.).
- c. **No Sharing of Benefits.** No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this MOU or to any benefit that may arise out of it.
- d. **Freedom of Information Act.** Any information furnished to Reclamation, NRIC, or DOI under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).
- e. **Participation in Similar Activities.** This MOU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- f. **Endorsement.** Any of Parties' contributions made under this MOU do not by direct reference or implication convey endorsement of Parties' products or activities.
- g. **Compliance with Federal Laws.** All Parties to this MOU agree to comply with all Federal statutes relating to nondiscrimination, including but not limited to: 1) Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin; 2) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; 3) the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the basis of disability; 4) the Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination based on age against those who are at least 40 years of age; and 5) the Equal Pay Act of 1963.

## IX. Signatures

By signature below, each of the Parties certifies that the Principal Contact listed above is authorized to act in their respective areas for matters related to this MOU, and all signatories have the appropriate delegation of authority to sign the MOU. The Parties hereto have executed this MOU as of the last date written here.



Michael L. Connor  
Deputy Secretary  
Department of the Interior

10/13/16  
Date



Ric Valicoff  
President, Board of Directors  
Roza Irrigation District

13 Oct 2016  
Date



Fred Schnebly  
Chairman, Board of Directors  
Kittitas Reclamation District

10/13/16  
Date

