

**MEMORANDUM OF UNDERSTANDING
No. 24AG620032**

BETWEEN

**U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

AND THE

CITY OF DICKINSON, NORTH DAKOTA

This Memorandum of Understanding (MOU) executed on the date identified in the Area Manager's digital signature, is between the United States Department of the Interior, Bureau of Reclamation (Reclamation), and the City of Dickinson, North Dakota (hereinafter referred to as "City"). The purpose of this MOU is to identify and define the roles, duties, and funding responsibilities of Reclamation and the City regarding the development of a new, long term, water service contract for the supply of 1,000 acre-feet (AF) annually to the City through the outlet works of Dickinson Dam.

I. AUTHORITY

Reclamation's authority for the acceptance of non-federal funds identified in this MOU is provided through the following authorities: Reclamation Act of 1902 (Act of June 17, 1902; 32 Stat. 388), as amended and supplemented; Reclamation Extension Act (Act of August 13, 1914; 38 Stat. 686), Fact Finders Act of 1924, Subsection N (Act of December 5, 1924; 43 Stat. 704), The Omnibus Adjustment Act (Act of May 25, 1926; 44 Stat. 636), and Reclamation Project Act of 1939 (Act of August 4, 1939; 53 Stat. 1187).

II. BACKGROUND

The United States constructed Dickinson Dam and Edward Arthur Patterson Reservoir on the Heart River, near the City of Dickinson, North Dakota in 1949-1950. The Dickinson Unit is a component of the Pick-Sloan Missouri Basin Program (P-SMBP) and it was built to provide municipal, industrial, irrigation, flood control, recreation, and fish and wildlife benefits.

Reclamation and the City have entered into multiple contracts for municipal, and irrigation water supply since the dam's construction. The City contracted for up to 2,000 AF of municipal water supply through 1989. The development of the Southwest Pipeline Project by the State of North Dakota provided the City with a reliable alternative source of municipal water and, over time, the water service contracts with Reclamation were allowed to expire. Currently, Reclamation supplies up to 400 AF annually to the City (through Dickinson Parks and Recreation) for irrigation of the Heart River Golf Course and other recreational lands within the City.

The City has developed a water re-use system that currently supplies treated wastewater for industrial and municipal irrigation purposes. The City has received requests for water service

beyond their facility capacity, and in 2023, the City requested a review of the water availability for contracting from Patterson Reservoir. A preliminary review of the water availability was conducted, and the City has requested a new water service contract for up to 1,000 AF annually at a rate of approximately 620 gallons per minute to be provided through the outlet works of Dickinson Dam, beginning in 2025.

III. PURPOSE

The purpose of this MOU is to identify and define the roles, duties, and funding responsibilities of Reclamation and the City regarding the development of a new water service contract for the supply of 1,000 AF annually to the City through the outlet works of Dickinson Dam. Nothing in this MOU shall be construed to require, or compel, Reclamation to approve or provide the requested water service prior to the execution of a new water service contract.

IV. ROLES AND RESPONSIBILITIES

Reclamation's responsibilities will include the following:

1. Serve as the source of specific expertise in compliance with Federal laws and regulations.
2. Designate a point of contact for all matters related to the contracting process, as well as compliance with National Environmental Protection Act (NEPA) and other applicable laws.
3. Participate in discussions with the City related to the work activities described herein.
4. Complete all internal documentation necessary to obtain authority to negotiate and execute the requested contract.
5. Participate in technical negotiation sessions concerning the proposed contract actions.
6. Prepare and have final approval of the environmental compliance documentation.
7. Draft the necessary documents for the contract related actions.
8. Perform any other activity, or activities, that pertain to the purpose of this MOU.
9. Identify and document the Dickinson Dam operations and maintenance implications of the proposed contract.
10. Make final determination of the availability of project water for the proposed contract.

The City's responsibilities will include the following:

1. Designate a point of contact(s) for all matters relating to the work activities described herein.
2. Participate in discussion with Reclamation related to the work activities described herein.
3. Provide information and documentation requested by Reclamation for the internal documentation and analysis. This information includes the requested term of contract, the planned location and method of water quantity metering, the projected seasonality of contract water usage, and any other information necessary to prepare the requested contract.
4. Provide funds to Reclamation for work to be performed by Reclamation as described in this MOU.
5. Participate in technical negotiation sessions concerning the proposed contract actions.

Common Responsibilities include:

1. Attend meetings as necessary.
2. Develop a schedule to accomplish the tasks identified in this MOU. The Parties acknowledge and understand that the schedule developed is a target or a goal and that there are many influences outside the control of the signatories of the Parties that could affect progress. The Parties will work to resolve any issues that could delay the process and will meet periodically to update and revise the schedule as needed.

V. FEDERAL FUNDING

There is no federal funding associated with the work covered by this MOU.

VI. NON-FEDERAL FUNDING

The City will advance funds to Reclamation for the work associated with this MOU.

VII. ADVANCEMENT OF FUNDS

The City shall pay Reclamation for all its costs incurred as a result of activities performed through this MOU. In accordance with Anti-Deficiency Act (31 U.S.C. 1341 et seq.), funds must be provided to Reclamation in advance of activities performed by Reclamation personnel. The City shall advance to Reclamation its share of the funds necessary to accommodate Reclamation's expenditures for the work defined in section II, above.

Cost for performance of work under this MOU is estimated to be \$10,000. It is understood that this estimated cost is preliminary, and the actual cost may be more or less than estimated. A minimum balance of \$2,000 will be maintained in the MOU account to ensure a positive account balance. Whenever the balance falls below the minimum, Reclamation shall notify the City of the need for additional funds and the City shall promptly submit an additional advance. If the City fails to provide additional funds as requested, Reclamation will cease additional work until the additional funds are collected.

Any funds that have been advanced and not used shall be returned to the City without interest within 120 days of the completion of the work under this MOU or termination of the MOU.

VIII. TERMS OF MOU

1. This MOU shall terminate upon the earliest occurrence of any of the following: (i) execution of a proposed contract, (ii) determination that the proposed contract will not be issued, (iii) upon mutual agreement of all Parties; (iv) upon a thirty (30) day written notice of termination by either party to the other; (v) 5 years after execution,
2. This MOU may be extended or modified by signed mutual agreement of all parties.

IX. REPORTING

Reclamation will provide quarterly reports to the City showing a summary of expenditures charged against funds advanced and to-date expenditures. The City may challenge any expenses that it deems to be excessive or unreasonable. If a challenge is asserted, Reclamation and the City will promptly meet to attempt to resolve the concerns.

X. REQUIRED CLAUSES

The Contract will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, sexual orientation, gender identity, or national origin. The City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, sexual orientation, gender identity, or national origin as provided by the terms of Executive Order 11246.

No member of or Delegate to the Congress, Resident Commissioner, or official of the City shall benefit from this MOU other than as a water user or landowner in the same manner as other water users or landowners.

XI. CONFIDENTIALITY

The City shall not release any information prepared by either party, subcontractor, or consultant under or pursuant to this MOU, and shall keep such information confidential until Reclamation specifically approves releasing such information to the public.

XII. KEY OR RESPONSIBLE PERSONNEL

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Mr. Scott Decker
Mayor City of Dickinson
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701-456-7720
scott_decker@ndsupernet.com

XIII. SIGNATURE PARTIES

IN WITNESS WHEREOF, the Parties have executed this MOA and agree to the terms and conditions on the date and year indicated in the Area Manager’s digital signature.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MISSOURI BASIN REGION
DAKOTAS AREA OFFICE

By: _____
Mr. Joseph E. Hall
Area Manager

CITY OF DICKINSON, NORTH DAKOTA

By: _____
Mr. Scott Decker
Mayor City of Dickinson