

# ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-12-13 F/S (2)

1 **RESOLUTION**

2 **AUTHORIZING AN AGREEMENT WITH THE KIRTLAND AIR FORCE BASE FOR**  
3 **PROTECTING ALBUQUERQUE'S DRINKING WATER AND CONTIGENCY PLAN**  
4 **COORDINATION.**

5 WHEREAS, the Albuquerque Bernalillo County Water Utility Authority (Water  
6 Authority) was established to provide safe and sustainable water supply for the  
7 Albuquerque metropolitan area; and

8 WHEREAS, the Water Authority has worked diligently to conserve water usage  
9 and invested more than \$500 million in the San Juan-Chama Drinking Water Project to  
10 preserve and protect the aquifer and the regional water supply; and

11 WHEREAS, a former Kirtland Air Force Base (KAFB) bulk fuel facility leaked an  
12 estimated 24,000,000 gallons of aviation gas and jet fuel, creating what may be the  
13 largest spill of this type in the history of the United States (U.S.); and

14 WHEREAS, the jet fuel plume has and continues to migrate from the source and  
15 represents a significant threat to the downgradient municipal water supply wells; and

16 WHEREAS, a concentrated plume of aviation gas and jet fuel containing  
17 benzene, toluene, ethylbenzene, xylene, ethylene dibromide (EDB) and other organic  
18 compounds is dissolving into the groundwater and extends at least a mile from its  
19 source; and

20 WHEREAS, The U.S. Agency for Toxic Substances and Disease Registry  
21 characterizes Ethylene Dibromide (EDB) breakdown in ground water as "hardly at all";  
22 and

23 WHEREAS, the dissolved phase plume as represented by ethylene dibromide  
24 (EDB) may arrive at the Water Authority's Ridgcrest Well Number 5 within five years;  
25 and

26 WHEREAS, KAFB continues to investigate and is actively remediating the fuel  
27 spill in the vadose zone using soil vapor extraction technologies; and,

1 WHEREAS, KAFB has not proposed to contain or extract the dissolved phase  
2 plume; and

3 WHEREAS, the Water Authority, KAFB and the New Mexico Environment  
4 Department (NMED) have been working cooperatively and productively towards  
5 ensuring that the drinking water supply for the City of Albuquerque and Bernalillo  
6 County is safe for consumption; and

7 WHEREAS, the U.S. Air Force has pledged to fund contingency projects, in the  
8 event a Water Authority well or wells are impacted by the fuel plume; and

9 WHEREAS, the Water Authority and KAFB have executed an existing  
10 Memorandum of Agreement providing the Water Authority the provision to receive  
11 reimbursements for costs related to additional well sampling related to the KAFB Bulk  
12 Fuel Facility Spill; and

13 WHEREAS, the U. S. Geological Survey (USGS) is recognized as an  
14 independent agency with experts having broad knowledge and research experience  
15 with the geological and water resources of the Albuquerque Basin.

16 BE IT RESOLVED BY THE WATER AUTHORITY:

17 Section 1. Water Authority will enter into an agreement with KAFB to include  
18 activities related to monitoring, treatment technologies, contingency planning, and  
19 implementation in the event that a Water Authority production well or wells is affected by  
20 the KAFB Bulk Fuel Facility spill.

21 Section 2. Water Authority will work with KAFB, NMED and the USGS on the  
22 placement of additional monitoring wells, including sentinel wells within the wellhead  
23 protection areas, to assist with the projection of the dissolved phase plume towards the  
24 Water Utility's Ridgecrest Well Field and production zone.

25 Section 3. Water Authority will determine the cost of wellhead treatment, well  
26 replacement, and related infrastructure costs to be considered in the contingency and  
27 implementation plan.

28 Section 4. Water Authority will request KAFB to submit a work plan for an  
29 aggressive final remedy for cleanup of the spill in the vadose zone and the ground water  
30 for public review and NMED approval by December 31, 2013, to receive NMED's  
31 approval of the work plan by June 30, 2014, and installation and startup of the final  
32 remedy by December 31, 2014.

1           Section 5. The Executive Director is authorized to enter into an agreement  
2 (Exhibit A) with KAFB to provide funding by KAFB for costs related to contingency  
3 planning and implementation projects.

4           Section 6. The Executive Director is authorized to amend the existing Joint  
5 Funding Agreement with the USGS for water resources investigations to include  
6 activities related to sighting and drilling wells to augment the regional monitoring well  
7 network in the area of the Ridgecrest Well Field.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
DEPARTMENT OF THE AIR FORCE, KIRTLAND AIR FORCE BASE  
AND THE  
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY**

**1. PURPOSE**

This Memorandum of Agreement (MOA) sets forth the agreement between the United States Air Force, by and through Kirtland Air Force Base, hereinafter referred to as Kirtland AFB, and the Albuquerque Bernalillo County Water Utility Authority, hereinafter referred to as the Water Authority, for development of a water-supply contingency plan.

**2. AUTHORITY**

10 USC §§ 2701 et seq., Environmental Restoration;  
DoDI 4000.19, Inter-service and Intra-governmental Support (9 Aug 1995);  
Air Force Instruction 25-201, Support Agreement Procedures (1 May 2005, as amended);  
Air Force Instruction 32-7020, The Environmental Restoration Program (7 Feb 2001); and  
Air Force Policy Directive 25-2, Support Agreements (1 Nov 2001).

**3. SCOPE**

This MOA sets forth the general terms and conditions under which Kirtland AFB and the Water Authority (the Parties) will jointly support the development of a contingency plan(s) for maintaining the safety of drinking water supplies potentially placed at risk by groundwater contamination associated with the Kirtland Bulk Fuels site.

The Parties acknowledge that Kirtland AFB's participation will depend on the ability of the Air Force Civil Engineering Center (AFCEC) to award and administer an engineering services contract. The services contract statement of work used during contract acquisition will be jointly developed by AFCEC with the Water Authority with the goal of awarding a contract to a technically qualified engineering services firm that demonstrates experience with and understanding of Water Authority infrastructure by Jan 28, 2013 .

The contingency plan will be a contract deliverable and will include the following:

- a. Current water supply system characteristics and existing plans and procedures,
- b. Evaluation of new or alternative water supplies,
- c. Ranking of proposed alternative water supplies based on cost and feasibility. Feasibility of proposed alternative water supplies will be evaluated in the context of the recommended early warning system (i.e. trigger points), and hydrogeological modeling and EDB fate/transport predictions developed as part of Kirtland AFB's characterization of the bulk fuels plume,
- d. Implementation schedule for contingency actions based on the early warning system and trigger points

After Kirtland AFB and the Water Authority mutually agree upon its adequacy, the draft contingency plan shall be made available for public review and comment. The final plan may incorporate comments received from the public and other State and Federal agencies.

#### 4. ROLES AND RESPONSIBILITIES

##### a. WATER AUTHORITY

Under the terms of this MOA, the Water Authority will have the following roles and responsibilities:

- i. Participate in scoping activities leading to a contract for engineering services. Participation will focus on mutually agreed recommendations in conjunction with the Air Force for the contract scope of work, and ensuring that contract deliverables adequately incorporate both Air Force and Water Authority inputs.
- ii. Provide the contractor with access to Water Authority operational data relevant to the contract scope of work.
- iii. Assure that Kirtland Bulk Fuels site data and remedial action plans provided by the Air Force are not released to the public prior to public release by the Air Force.
- iv. Organize and hold public meetings related to development of the contingency plan.
- v. Coordinate with Kirtland AFB, USGS and contractor during the development of the draft and final contingency plans and provide timely review comments.
- vi. Review the contractor scope of work, draft and final contingency plan and provide comments to ensure that Water Authority concerns are adequately addressed.

##### b. KIRTLAND AFB

Under the terms of this MOA, Kirtland AFB will have the following roles and responsibilities:

- i. Participate in scoping activities leading to a contract for engineering services. Participation will focus on mutually agreed recommendations in conjunction with the Water Authority for the contract scope of work, and ensuring that contract deliverables adequately incorporate both Air Force and Water Authority inputs.
- ii. Acquire engineering services through an appropriate contract vehicle to support development of mutually agreed upon contingency plan(s).
- iii. Incorporate all mutually agreed upon comments provided by the Water Authority as the result of collaborative reviews of the contract statement of work .
- iv. Provide the Water Authority and contractor with access to Kirtland Bulk Fuels site data and remedial action plans relevant to the contract scope of work.
- v. Provide fate and transport model to the USGS for review and comment.

- vi. Require the contractor to ensure that proprietary Water Authority operational data used by the contractor is appropriately protected from disclosure to third parties.
- vii. Provide technical review and comments on contract deliverables and reports. Obtain Water Authority concurrence on the content of the deliverables and reports and incorporate mutually agreed upon Water Authority comments.
- viii. Participate in public meetings and provide technical review of public comments, recommendations and revisions of the contingency plan.

c. Coordination

In addition to email and other informal exchanges of information, regular progress and coordination meetings or teleconferences will be held, at least, on a monthly basis. Participation in progress/coordination meeting will include technical staffs of the Water Authority, Kirtland AFB, United States Geologic Service (USGS) and the contractor.

5. REIMBURSEMENT

The Water Authority will be reimbursed for expenditures related to water supply contingency planning described in this Memorandum of Agreement as mutually agreed upon by the Water Authority and Kirtland AFB. For example, the Water Authority may install a new ground water monitoring well in advance of the final early warning system that could be reimbursed if the location and type of the well can be utilized as part of the final agreed upon early warning system.

6. CONTINGENCY PLAN IMPLEMENTATION

It is anticipated that subsequent to the approval and adoption of this contingency plan, a separate MOA between the parties will be prepared to address plan implementation and identify response action implementation requirements.

7. LIABILITY

This MOA is not intended to and does not create any right, benefit or trust obligation, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, instrumentalities, or entities, its officers, employees, or agents, or any other person or against the Water Board. As between the parties in performance of this MOA, each party shall be responsible for liability arising from personal injury, loss or damage to person or property occasioned by its own actions or those of its agents or employees.

8. NOTIFICATION AND COORDINATION

The Kirtland AFB points of contact for water supply contingency planning shall be:

Primary:           Name, Title  
                          Organization  
                          Commercial phone

DSN phone  
FAX number  
Alternate: Name, Title  
Organization  
Commercial phone  
DSN phone  
FAX number

The Water Authority points of contact for water supply contingency planning shall be:

Primary: Name, Title  
Organization  
Commercial phone  
FAX number  
Email address  
Alternate: Name, Title  
Organization  
Commercial phone  
DSN phone  
Email address

#### 9. TERM AND EFFECTIVE DATE

This MOA shall remain in effect for a term of one (1) year beginning December 1, 2012 and ending November 30, 2013. Kirtland AFB and the Water Authority shall review the term of this MOA by September 30, 2013 to determine whether the MOA should be extended to facilitate completion of the contingency plan. If the term of the MOA is extended, it shall be reviewed by September 30 of each subsequent year and extended upon written supplement to this agreement approved by both parties.

SIGNATURES ON FOLLOWING PAGES



IN WITNESS WHEREOF, I have hereunto signed this Memorandum of Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

---

MARK S. SANCHEZ  
Executive Director, Albuquerque Bernalillo County  
Water Utility Authority

IN WITNESS WHEREOF, I have hereunto signed this Memorandum of Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

---

JOHN C. KUBINEC, Colonel, USAF  
Commander