

MEMORANDUM OF UNDERSTANDING (MOU)
FOR INTEGRATED REGIONAL WATER MANAGEMENT PLANNING
AND REGIONAL WATER RESOURCES COORDINATION,
COLLABORATION AND COMMUNICATION (MULTI-PARTY WATER RESOURCES MOU)

1. Background. The counties of Butte, Colusa, Glenn and Tehama (hereinafter “Counties” or “Four Counties”) have entered into a Memorandum of Understanding (“MOU”) addressing regional water resources coordination, collaboration and communication (hereinafter “Four County MOU”). The Parties hereto recognize that to further improve coordination, collaboration and communication with respect to these valuable resources, it is appropriate and desirable for the Counties to enter into this MOU involving various special districts, governmental entities and regulated water purveyors within the Counties that have statutory responsibilities, obligations and rights with respect to these regional water resources. These latter entities will for ease of reference hereinafter be referred to as “Water Partners.” Moreover, the Parties further recognize activities contemplated within this MOU are consistent with and a means for furthering the existing Sacramento Valley Integrated Regional Water Management Plan as it may be amended and/or updated from time to time. This MOU (hereinafter referred to as the “Multi-Party Water Resources MOU”) is not intended to usurp or take the place of the Four County MOU, but is rather intended to supplement what is provided therein.

2. Purpose/Goals. The purpose and goals of this Multi-Party Water Resources MOU is to build upon the purpose and goals of the Four County MOU. This Multi-Party Water Resources MOU is intended to further the purposes and goals of the Four County MOU by involving the Water Partners (some of which are multi-county special districts) that are charged with water resources planning and development. There is no intent that this MOU be utilized to circumvent the (current or future) regulatory authority of the Counties or to affect the valid exercise of the Counties’ police powers.

3. Initial Parties. The Parties to this MOU shall initially include the Counties of Butte, Colusa, Glenn, and Tehama and shall include those Water Partners that have executed this MOU as provided for herein. However, it is anticipated that other parties may join this MOU as specified in Paragraph 8.

4. Areas of Cooperation. “Water Resources” is a large area of concern and the Parties intend, over time, to cooperate in all areas associated with it. Initially, however, the intended focus of this MOU is on issues associated with mutual concerns associated with the coordinated management of groundwater within the four county subregion, including, but not limited to, the “Lower Tuscan” and “Tehama” groundwater aquifer systems. Future actions and activities associated with this MOU shall be undertaken through amendments or addendums to this MOU, concurred in by all Parties, and shall remain consistent with and will not exceed the current authority for any participating party.

5. Areas of Responsibility. Work associated with this MOU includes local County/Water Partner coordinated water and groundwater resource planning, as well as broader regional planning efforts in this area. In general, the areas to be worked on will be set forth in addendums hereto. The addendums will describe and designate the respective roles of the Counties and the Water Partners, as those roles pertain to local and regional water resource planning. An initial focus of action will be the development of a scope of work consisting of groundwater monitoring and modeling, regional Basin Management Objective (BMO) development, regional water budgets and funding opportunities.

6. Party Representatives/Project Manager. Each Party shall designate a Party Representative to meet with the other Parties to this MOU to further its purposes. A Project Manager may be selected by mutual consent to facilitate, coordinate and implement each of the various activities set forth under this MOU. The Party Representatives shall meet to more specifically determine how future activities will be undertaken. The purpose of this determination is not to intrude on any Party’s primary role with respect to delineated actions, but rather to insure appropriate coordination and cooperation. Implementation of any and all of the actions or activities shall be at the sole discretion of the respective representative Parties.

7. Role of Northern California Water Association (“NCWA”). Consistent with its role in the Sacramento Valley Integrated Regional Water Management Plan, NCWA shall serve as the “Administrative Coordinator” facilitating communication under this MOU. NCWA shall serve no substantive, technical, or funding role unless requested to do so by the Parties.

8. Participation in This MOU. Signatories to this MOU constitute the current participants. Participation is strictly on a voluntary basis and may be terminated at any time without notice or recourse. Counties adjacent to the Four Counties and other special districts or cities within the Four Counties, Public Utility Commission regulated water purveyors, and entities that operate and maintain water distribution facilities, and who share water resources common to the participating Counties and Water Partners and who are engaged in similar activities will be invited to be signatory to this MOU. The Parties hereto aspire to work collaboratively with other regional programs and technical outreach efforts.

9. Funding. Parties are not required to commit funding associated with activities completed under this MOU. It is understood that activities under this MOU may result in the more efficient use of existing and future funding resulting from improved collaboration and coordination. Parties will work collaboratively in the pursuit of external funding associated with common interest activities based on voluntary participation and agreement. When required, a mutually agreed upon Party Representative will serve as the Project Manager for activities completed under a contract with an external funding source. Existing governmental contracting mechanisms will be utilized where available for contractual and invoicing purposes between participating counties. Nothing in this MOU precludes individual Parties from the individual pursuit, contracting and completion of work from an externally funded source regardless of a real or perceived regional interest.

10. Decision-Making. To the extent necessary, all decisions shall be through consensus.

11. Non-Binding Nature. This document and participation under this MOU are nonbinding, and in no way suggest that a Party may not continue its own activities. Each Party is expected to continue its own policies and procedures and undertake efforts to secure project funding from any source.

12. Termination. Because the MOU will require periodic review and updating for use into the future, it is envisioned that the joint efforts of those involved will be ongoing in maintaining a living document. Thus, this document will remain as a reflection of the understandings of the participants. Individual signatories of this MOU may terminate their involvement at any time with no recourse.

Chair, Butte County
Board of Supervisors

Date

County Counsel
Approved As to Form

Date

Chair, Colusa County
Board of Supervisors

Date

County Counsel
Approved As to Form

Date

Chair, Glenn County
Board of Supervisors

Date

County Counsel
Approved As to Form

Date

Chair, Tehama County
Board of Supervisors

Date

County Counsel
Approved As to Form

Date

President,
Biggs-West Gridley Water District

Date

President,
Butte Water District

Date

President,
Glenn-Colusa Irrigation District

Date

President,
Maxwell Irrigation District

Date

President,
Orland-Artois Water District

Date

President,
Orland Unit Water Users' Association

Date

President,
Princeton-Cordora-Glenn Irrigation District

Date

President,
Provident Irrigation District

Date

President,
Reclamation District 1004

Date

President,
Richvale Irrigation District

Date

President,
Western Canal Water District

Date