

MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF SOLANO, SOLANO COUNTY WATER AGENCY, RECLAMATION DISTRICT NO. 2068, COUNTY OF YOLO, SACRAMENTO AREA FLOOD CONTROL AGENCY, AND WEST SACRAMENTO AREA FLOOD CONTROL AGENCY

TO

COOPERATE ON MATTERS OF MUTUAL IMPORTANCE IN THE YOLO BYPASS/CACHE SLOUGH COMPLEX

This Memorandum of Agreement (MOA) was made and entered into on the ____ day of _____, 2018, by and between the County of Solano, Solano County Water Agency (SCWA), Reclamation District No. 2068 (RD 2068), County of Yolo, Sacramento Area Flood Control Agency (SAFCA), and West Sacramento Area Flood Control Agency (WSAFCA) (collectively, Parties).

RECITALS

The purpose of this MOA is to establish a cooperative effort by and between the parties that will be known as the Lower Sacramento / Delta North Regional Collaborative (LS/DN Regional Collaborative). The LS/DN Regional Collaborative is an effort through which the Parties will cooperate effectively on water resource management and related matters of mutual interest. This MOA also addresses certain governance and financial matters related to cost sharing to accomplish the purposes of this MOA. The cooperative effort envisioned by this MOA, while non-binding in all respects, is intended to promote collaboration and effective advocacy by the Parties on issues of mutual interest.

The Parties enter into this MOA with regard to the following facts and circumstances, among others:

- I. The Solano County Water Agency is a governmental agency created and existing under chapter 573 of the 1989 Statutes of the State of California, as amended.
- II. RD 2068 is a reclamation district that operates under the authority of California Water Code Division 15, Section 50000 et seq.
- III. Solano County and Yolo County are political subdivisions of the State of California with general governmental authority, including land use authority, over lands within their respective boundaries.
- IV. SAFCA is a joint powers agency created under the SAFCA Joint Exercise of Powers Agreement, dated October 13, 1989, as amended, and the Sacramento Area Flood Control Agency Act, California Water Code Appendix Sections 130 et seq.

- V. WSAFCA is also a joint exercise of powers authority formed under the Joint Powers Authority Act, California Government Code section 6500, *et seq.*
- VI. The Parties have collaborated to reduce flood risk in the Lower Sacramento – Delta North Region (Region) since 2013 through the Regional Flood Management Plan (RFMP) Program established by the California Department of Water Resources (DWR) after adoption of the Central Valley Flood Protection Plan (CVFPP) in 2012.
- VII. The Parties, in partnership with other local flood management agencies in the Region, published the *Lower Sacramento River / Delta North Regional Flood Management Plan* in July 2014 for consideration by DWR in preparation of the 2017 Update to the CVFPP.
- VIII. The Parties expanded this plan for regional flood risk management to a plan for multi-objective water resource management as described in the *Lower Sacramento / Delta North Region: Corridor Management Framework* (CMF) published in February 2015. The CMF was endorsed by the governing board of each of the Parties as guidance for advancing multi-objective water resource project delivery in the Yolo Bypass / Cache Slough Complex.
- IX. The Parties believe that their shared water resource objectives are best achieved through continued cooperation and collaboration with regard to CVFPP implementation and related projects and issues affecting the Region, as expressed in the CMF. Those issues include, but are not limited to, flood risk reduction, enhanced ecosystem function, agricultural sustainability, continued access to water supply of good quality, and recreation.

AGREEMENT

Now therefore, the Parties mutually agree as follows:

I. Incorporation of Recitals

- A. The foregoing recitals are hereby incorporated by reference.

II. Purpose and Priorities

- A. The purpose of this MOA is to establish a cooperative effort that will be known and referred to as the LS/DN Regional Collaborative to better enable the Parties to strive to establish consensus regarding multi-objective water resource and land use studies, projects, and policies for the Lower Sacramento / Delta North Region, particularly in the context of CVFPP implementation. The Parties will seek to establish regional consensus through regular coordination with each other and other local agencies represented by the Region.

- B. A priority of the Parties, through the process established by this MOA, is to ensure that the shared regional vision for the Yolo Bypass / Cache Slough Complex remains current through published updates of the CMF. CMF updates shall reflect regional cooperative processes regarding matters of flood risk reduction, habitat restoration, water supply reliability, sustainability of the agricultural economy, and recreation.

- C. As appropriate and feasible, the Parties will communicate and advocate any regional consensus regarding multi-objective water resource and land use studies, projects, and policies in the Lower Sacramento / Delta North Region with a single, unified voice to State and Federal agencies involved in related efforts in the Region.

III. Term

- A. The MOA will become effective upon signature of all Parties and shall remain in effect unless terminated by mutual agreement of the Parties.

IV. Framework for Collaboration

A. Agency Leadership Collaboration.

1. *Generally.*

- a. The Parties believe that the purposes of this MOA are best accomplished through periodic involvement of agency governing board members. Each Party may decide the most appropriate way for one or more of its governing board members to participate in leadership-level discussions, direction to staff (see subsection B, below), and related efforts directed at achieving a consensus on key issues within the scope of this MOA.

- b. In general, governing board members that are most closely engaged in water resource management issues in the region are expected to participate in meetings and other efforts described herein. To the extent feasible, each participant is encouraged to maintain consistent involvement by the same individual(s) from its governing board over time to promote and sustain the continued effectiveness of this collaborative effort.

2. *Meetings.*

- a. Leadership representatives of the Parties will meet periodically as needed to carry out the activities described in this MOA, but at least quarterly. If feasible, minutes will be prepared and maintained for such meetings.

- b. At each such meeting, agency staff will provide the leadership representatives with detailed updates on the status of activities described in this MOA.
- c. Advance notice of agency leadership representative meetings and agendas will be provided by staff. Notice will be by electronic mail unless notice by mail is requested.
- d. Agency staff will attempt to provide meeting materials in advance of the scheduled meetings to ensure participants have sufficient notice and information to facilitate meaningful participation.

3. *Decisionmaking.*

- a. All decisions of the agency leadership representatives will be made by consensus. Consistent with the voluntary, non-binding nature of this MOA, the Parties are not obligated to accept or be bound by any actions, representation, determinations, or decisions made the agency leadership representatives. Generally, as stated above, the principal function of the leadership representatives is to discuss significant water resource management issues, provide related direction to staff, and work to build consensus among the Parties on key issues within the scope of this MOA .

4. *Annual Reports.*

- a. At least annually on or about the anniversary date of this MOA, the agency leadership representatives participating in the LS/DN Regional Collaborative shall approve an annual report the provides a summary of the major tasks and accomplishments of the Collaborative during the prior 12-month period. Each annual report shall include a brief description of ongoing tasks and objectives for the next 12-month period, as well as the “Purpose and Priorities” statement included in Section II, above. Approval of the report by participating agency leadership representatives shall constitute a reaffirmation of the “Purpose and Priorities” statement and a commitment to support the ongoing tasks and objectives summarized therein, as may be revised from time to time.

B. Agency Staff Collaboration.

1. *Generally.*

- a. The Parties will ensure that current staff-level collaboration of

regional water management issues and related matters continues to the extent available resources allow. Staff will provide technical assistance and expertise on specific issues related to implementation of this MOA. Staff will work cooperatively and in an integrated manner with the agency leadership group described in subsection A, above.

- b. The agency leadership representatives of each Party have sole discretion over matters relating to agency staff participation in collaborative efforts. Each Party will strive to make at least one staff person available for such efforts (preferably by ensuring participation by one or more of its staff that are most closely engaged in water resource management issues in the region).

2. *Meetings.*

- a. Agency staff will establish a monthly schedule for regular meetings to discuss development of activities, assignments, and ongoing work progress. Meetings may be scheduled more frequently at the discretion of assigned staff. Attendance at all meetings may be augmented to include staff or consultants to ensure that the appropriate expertise is available to address pertinent issues.
- b. Agency staff may establish and schedule meetings of subcommittees or smaller groups to coordinate implementation of this MOA and to specifically address technical, legal, and other matters as needed.
- c. Agency staff will meet at least quarterly with the agency leadership group, and more frequently when needed, to provide status updates and discuss matters covered in this MOA.
- d. Advance notice of agency staff meetings and agendas will be provided to the participating members. Notice will be by electronic mail unless notice by mail is requested.
- e. Agency staff will attempt to provide meeting materials in advance of the scheduled meetings to provide participating staff with sufficient notice and information to facilitate meaningful participation.

3. *Outreach.*

- a. Consistent with Section IV.B., below, agency staff may meet with other interested stakeholders or groups to coordinate activities,

facilitate efficient and effective use of resources and staff, and provide consistency with related efforts.

4. *Annual Report Preparation.*

- a. At least annually on or about to the anniversary date of this MOA, staff for each of the Parties shall jointly prepare the annual report described in Section IV.A.4, above, and present it to the agency leadership representatives for consideration.

V. Roles and Responsibilities of the Parties

- A. The Parties will work jointly and collaboratively to meet the purpose and priorities of this MOA. The Parties will discuss and, to the extent feasible, coordinate all major activities related to fulfillment of the purpose and priorities of this MOA.
- B. As resources permit, the Parties commit to engage other local agencies located within the boundary of the Lower Sacramento / Delta North Region. This may include, but is not limited to, outreach and communication to understand how regional positions formulated by the Parties compare to those held by stakeholders and unrepresented local agencies.
- C. The Parties will each contribute staff time, information, and facilities within available resources.
- D. The Parties, and each of them, may retain consulting services as necessary to ensure the timely completion of the tasks necessary in these efforts.

VI. Funding Shares

- A. Each Party shall bear its own costs in carrying out the activities under this MOA, unless as otherwise provided.
- B. If the agency leadership representatives should determine that any funding is necessary beyond what each party is separately providing in the normal course of business under the MOA, upon approval by the governing board or other appropriate authority for each Party, the Parties shall contribute to such additional costs in equal shares, or proportionally as mutually agreed.

VII. Withdrawal

- A. Any Party may withdraw from this MOA immediately, or upon a date certain, by providing written notice to the other Parties.

- B. The withdrawal of one or more Parties shall not impair the authority of the remaining Parties to continue with the implementation of this MOA.
- C. Withdrawn Parties shall not be entitled to recovery of any funding or other contributions previously provided under Section VI of this MOA.
- D. If any of the Parties withdraws from the MOA, the agency leadership representatives for each of the remaining Parties shall notify each other Party within seven days of the effective date of the withdrawal as to whether they intend to continue operating under this MOA. Failure to provide such notice shall be deemed an agreement to continue as a Party to this MOA for at least 90 days before providing any future notices of withdrawal.

VIII. Dispute Resolution

- A. The Parties shall continue with their responsibilities under this MOA during any dispute. The Parties, and their representatives at the agency leadership and staff levels, will resolve any disputes as diligently as possible.

IX. Miscellaneous Provisions

- A. This MOA may be modified or terminated by written agreement of all Parties.
- B. This MOA is legally nonbinding and the LS/DN Regional Collaborative is not a legal entity, but rather a voluntary, collaborative effort of the Parties. Nothing in this MOA constitutes a delegation by any Party of its existing authority to make any decision it is authorized by law to make, nor does anything in this MOA give any of the Parties any authority over matters within the jurisdiction of any other Party.
- C. All provisions of this MOA are intended and will be interpreted to be consistent with all applicable provisions of State and federal law. The undersigned recognize that public agencies signatories to this MOA have specific statutory and regulatory authority and responsibilities, and that actions of these public agencies must be consistent with applicable procedural and substantive requirements of State and federal law. Nothing in this MOA is intended to, nor will have the effect of, constraining or limiting any public entity in carrying out its statutory responsibilities. Nothing in this MOA constitutes an admission by any party as to the proper interpretation of any provision of law, nor is anything in the MOA intended to, nor will it have the effect of, waiving or limiting any public entity's rights and remedies under any applicable law.
- D. Execution of this MOA does not constitute a waiver by any signatory of any right or remedy it may have, including the right to challenge any plan or outcome resulting from the activities under the MOA.

- E. Execution of this MOA does not create a new legal entity with a separate existence from the individual Parties, nor shall it be construed as the joint exercise of powers as set forth in Government Code § 6500 *et seq.*
- F. This MOA shall become effective upon signature of all of the Parties and the date of the last Party's signature of this MOA.
- G. This MOA is subject to appropriation of sufficient funds for the activities and obligations required of each agency participant by its governing board. If the adopted budget of any participating agency does not contain sufficient funds for its activities and other obligations under this MOA, the agency shall not be obligated for any additional costs provided it withdraws pursuant to Section VII, above.
- H. This MOA may be executed in counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all Parties need not sign the same counterpart.

The parties have executed this MOA as of the date and year first set forth above.

Solano County Water Agency

County of Yolo

Reclamation District No. 2068

County of Solano

Sacramento Area Flood Control Agency

West Sacramento Area Flood Control Agency