

**MEMORANDUM OF UNDERSTANDING
UKIAH VALLEY BASIN TECHNICAL ADVISORY COMMITTEE
TO THE GROUNDWATER SUSTAINABILITY AGENCY**

This Memorandum of Understanding (“MOU”) effective _____, 2018 is entered into by and among the Ukiah Valley Basin Groundwater Sustainability Agency (“UVBGSA”), the Mendocino County Resource Conservation District (“MCRCD”), the Sonoma County Water Agency (“SCWA”), and the California Land Stewardship Institute (“CLSI”). The entities entering into this MOA, and any entities subsequently added under section 3.2, are each an individual “Party” and collectively are “Parties.”

RECITALS

A. In 2014, the California Legislature passed the Sustainable Groundwater Management Act (“SGMA”), Water Code sections 10720-10737.8.

B. The UVBGSA is a joint powers authority formed by the County of Mendocino, the City of Ukiah, the Upper Russian River Water Agency, and the Russian River Flood Control and Water Conservation Improvement District, all of which are local agencies with land use or water supply responsibilities within the Ukiah Valley Groundwater Basin (Department of Water Resources B-118 Basin No. 1-052) (the “Basin”). The UVBGSA has been designated as the exclusive groundwater sustainability agency for the Basin.

C. MCRCD, SCWA and CLSI are stakeholders with technical expertise and knowledge regarding management of Basin groundwater and related surface water resources. Through the formation of the Ukiah Valley Basin Technical Advisory Committee (“TAC”), these Parties will assist the UVBGSA in support of its SGMA obligations and efforts to develop sustainable groundwater management in the Basin.

D. The Parties, by and through their respective governing boards, have determined that it would be mutually beneficial to participate in the TAC and this MOU, with their participation guided by the following principles:

i. Sustainable groundwater management can be achieved through coordinated management of Basin groundwater and related surface water supplies.

ii. Regional actions that leverage available resources for compliance with SGMA and water rights regulations can be achieved and will result in a more efficient and effective response to water reliability issues in the Upper Russian River watershed.

iii. As directed by the UVBGSA governing board, the TAC will cooperate in the development of a common scientific understanding of the processes of interaction between groundwater in the Basin and surface water.

In consideration of these recitals and the mutual agreement in this MOU, the Parties agree as follows:

AGREEMENT

1. Purpose and Authority. The purpose of the TAC is to provide information and recommendations to the UVBGSA Board of Directors regarding the development and preparation of groundwater management policies and programs, and information regarding the interaction of surface water in the Basin.

The TAC will have authority to make recommendations on the following actions:

- Assess present groundwater conditions in the Basin.
 - Provide review, comments and recommendations to the UVBGSA regarding technical data and analyses for SGMA implementation in the Basin and its interaction with surface water supplies.
 - Provide review, comments and recommendations regarding the Basin Groundwater Sustainability Plan that the UVBGSA will prepare.
 - Provide a forum to share technical information and coordinate various activities by the Parties that could affect water resource management in the Basin and Upper Russian River watershed.
 - Identify and develop water management concepts of mutual interest for consideration by the UVBGSA governing board.
 - Coordinate and partner for grant funding opportunities related to surface and groundwater interaction and management.
 - Review and provide comments and recommendations on other items referred to the TAC by the UVBGSA Board of Directors, or on other matters of mutual interest to the UVBGSA, the TAC or the Parties.
2. Process of Recommendation by the TAC to the Board of Directors. The Parties agree that the TAC will strive for consensus in all of its decision making activities. The Parties agree that working toward stakeholder consensus is a fundamental principle of the TAC and this MOU. The TAC is consensus seeking but shall not limit itself to strict consensus if 100% agreement among all representatives cannot be reached after all interests and options have been thoroughly identified, explored, and discussed. When unable to reach consensus on advice or recommendations, the Committee will outline the areas in which it does not agree, providing some explanation of both majority and minority viewpoints in its recommendation reports that inform Board decision-making. In order to conduct business (e.g. make and advance a recommendation to the Board), a quorum of the Advisory Committee must be

present. A super majority of the total number of Advisory Committee members constitutes a quorum.

3. Committee Governance.

3.1. Membership. The TAC will consist of the following members:

- One regular and one alternate member from each of the UVBGSA members: County of Mendocino, City of Ukiah, Upper Russian River Water Agency, Russian River Flood Control and Water Conservation Improvement District, Tribal, Agricultural, MCRCD, SCWA and CLSI, to be appointed by each member's governing board; and,
- One regular member and one alternate member representing each entity added to the MOU pursuant to section 3.2, to be appointed by that entity's governing board.

Each regular member and each alternate member will serve at the pleasure of the appointing entity and each may be removed and replaced at any time by the appointing entity's governing board, with a replacement designated by notice to the Parties.

3.2. Addition of Parties. Additional parties may become a Party through TAC member agreement and recommendation for action by the Board of Directors.

3.3. Withdrawal of Parties. A Party may withdraw from the MOU or be removed from the MOU by: (a) unanimous action by the other Parties' governing boards, or (b) written notice to the other Parties from the governing board of the Party leaving the MOU.

3.4. Meetings, Notice and Brown Act Compliance. The TAC meetings will comply with the Ralph M. Brown Act (Government Code, §§ 54950-54963 (the "Brown Act")). The Committee will hold its first meeting as directed by the Board of Directors. Except for the first meeting, the time, place and manner of holding meetings will be prescribed by the TAC and announced by email to the TAC and all interested parties. The Committee will hold meetings as frequently as directed by the Board of Directors. Special TAC meetings may be called by the TAC members, provided that notification to the public is made in accordance with the Brown Act.

3.5. Compensation. TAC regular members will serve without compensation from the UVBGSA.

3.6. Rules. Subject to approval by the Board of Directors in accordance with the Brown Act, the TAC may adopt such other rules as it may deem necessary for the transaction of its business.

4. Termination. This MOU will be effective as of the effective date above and will remain in effect until terminated by a majority vote by the UVBGSA Board of Directors, or a unanimous vote of the TAC members.

5. Additional Matters of Mutual Interest. The following activities have been identified as additional matters of mutual interest to the Parties. The TAC may add, remove or modify this list at any time without amending this MOU.

- United States Geological Survey Russian River Watershed study/coupled surface water/groundwater model development.
- Data sharing and collaboration to support an update of Upper Russian River/Lake Mendocino reliability study.
- Coordination of monitoring programs that will be used to support implementation of SGMA.
- Improved water management and forecast informed reservoir operations for Lake Mendocino.
- Evaluation of new water supply projects (e.g., recycled water, conjunctive use programs) that are aligned with the purposes and goals of SGMA and that will improve Upper Russian River/Lake Mendocino water supply reliability.
- Promotion of conservation and water use efficiency to promote water supply resiliency.
- Pursuing Upper Russian River drought contingency plans to reduce impacts of water shortages.
- Collaboration and coordination related to Potter Valley Project relicensing process.
- Coordination to jointly pursue funding opportunities to support initiatives of mutual interest.

6. General Provisions.

- 6.1. Joint Authorship and Interpretation. This MOU will be deemed to have been prepared equally by all of the Parties, so its terms, individually and as a whole, will not be interpreted against any Party on the grounds that a Party prepared those terms.
- 6.2. Amendment. This MOU may be amended as circumstances necessitate by a written amendment executed by representatives of all of the Parties.
- 6.3. Compliance with Laws. Each Party will comply with all laws, regulations, orders and other legal obligations applicable to its actions under this MOU.
- 6.4. Notices. All notices given by a Party under this MOU will be deemed to have been given and received by another Party: (a) immediately upon personal delivery; (b) three

business days after the notice is deposited in the U.S. mail, with adequate first-class postage prepaid; or (c) the business day following facsimile or e-mail transmission, with return receipt requested and received. The following are the Parties' representatives and contact information for purposes of notices under this MOU:

UVBGS

[To be inserted.]

MCRCD

[To be inserted.]

SCWA

[To be inserted.]

CLSI

[To be inserted.]

Any Party may change its above referenced representative or contact information by notifying the other Parties of the change.

6.5. Legal Capacity and Signatures. Each individual executing this MOU as a Party's representative represents that he or she has the legal authority to do so on that Party's behalf. This MOU and any amendments may be signed in counterparts and by facsimile or PDF signatures.

6.6. No Commitment to Actions with Environmental Impacts. The Parties do not intend to make, and nothing in this MOU makes, any commitment to any action that could cause a physical change in the environment. To the extent there is any dispute about whether any term of this MOU represents a commitment to such an action, that term will be interpreted as not involving such a commitment. No Party subject to the California Environmental Quality Act (Public Resources Code §§ 21000-21189.3 ("CEQA")) will make a commitment to any such action before conducting and completing any environmental analysis required by CEQA.

6.7. Integration. This MOU states the Parties' entire agreement concerning its subject matter and incorporates and supersedes any prior agreements, representations, negotiations or understandings concerning that subject matter.

[Signatures on the following page.]

UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

By: _____
[Name]

Dated: _____

Attest:

[Name]

Approved as to Form:

[Name]

MENDOCINO COUNTY RESOURCE CONSERVATION DISTRICT

By: _____
[Name]

Dated: _____

Attest:

[Name]

Approved as to Form:

[Name]

SONOMA COUNTY WATER AGENCY

By: _____
[Name]

Dated: _____

Attest:

[Name]

Approved as to Form:

[Name]

CALIFORNIA LAND STEWARDSHIP INSTITUTE

By: _____
[Name]

Dated: _____

Attest:

[Name]

Approved as to Form:

[Name]