

# **Memorandum of Understanding Butte County and the Upper Feather River Integrated Regional Water Management Group: Resource Coordination, Collaboration, and Communication Agreement**

## **1. BACKGROUND**

The County of Butte and the Upper Feather River Integrated Regional Water Management Group (Upper Feather River IRWM) share common surface water and groundwater resources. Based on these common resources, local water resource managers understand that regular coordination, collaboration, and communication can result in an improved water resource understanding at both the county and regional level.

## **2. PURPOSE**

The purpose of this document is to establish the mutual understandings of the parties with respect to their voluntary joint efforts toward regional coordination, collaboration, and communication.

## **3. GOALS**

The goals of the Butte County and the Upper Feather River Integrated Regional Water Management Group Resource Coordination, Collaboration, and Communication Agreement Memorandum of Understanding (MOU) are:

- 2.1.** To foster coordination, collaboration and communication between the parties on water and resource-related issues, to achieve greater efficiencies, and enhance public services.
- 2.2.** To provide a framework for the management and disbursement of funding associated with activities pursued jointly under this MOU.
- 2.3.** To improve competitiveness for State and Federal grant funding through a cooperative application for funding.

## **4. DEFINITIONS**

**4.1.** Participants include the County of Butte and the Upper Feather River IRWM representation by the following:

- Butte County: Department of Water and Resource Conservation
- Upper Feather River IRWM: Plumas County Planning Department

**4.2. Project Manager.** A project manager will be determined by the parties signatory to this MOU for any given project regardless of funding source to meet the goals set forth in this MOU.

## **5. MUTUAL UNDERSTANDINGS**

**5.1. Participation.** Signatories to this MOU constitute the current participants. Participation is strictly on a voluntary basis and may be terminated at any time without recourse. Neighboring counties who share water resources common to the participating entities and who are engaged in similar activities for specific shared projects will be invited to be a signatory to this MOU. Signatories aspire to work collaboratively with other regional programs and technical outreach efforts.

**5.2. Activities.** Efforts pursued under this agreement will remain consistent with and will not exceed the current authority for any individual participating entity. Efforts will include the study and investigation of water resources common to participants, monitoring and reporting, information dissemination and sharing between parties, public outreach and education, and other activities at the agreement of the participating entities.

**5.3. Funding.** Neither party is 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 grant funding resulting from improved collaboration and coordination.

**5.4. External Funding.** Signatories will work collaboratively in pursuit of external funding associated with common interest activities based on voluntary participation and agreement. When required, a mutually agreed upon representative will serve as the Project Manager for activities completed under a contract with an external funding source. Existing county contracting mechanisms will be utilized as necessary for contractual and invoicing purposes between participating entities. Nothing in this MOU precludes either party from the individual pursuit, contracting and completion of work from an externally funded source regardless of a real or perceived regional interest absent inclusion of property within the other's jurisdiction.

**5.5. Decision-making.** Consensus will be sought when the need for a decision arises.

**5.6. Non-binding nature.** This document and participation under this MOU in no way suggests that either party may not continue its own activities as each is expected to continue its own policies and procedures and undertake efforts to secure project funding from any source. Either party may withdraw from participation at any time.

**5.7. 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.

## 6. SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

We, the undersigned representatives of our respective organization, acknowledge the above as our understanding of how the Butte County and Upper Feather River Integrated Regional Water Management Group Resource Coordination, Collaboration, and Communication Agreement will be implemented.

Bill Connelly  
Bill Connelly, Chair  
Butte County Board of Supervisors

Bruce Alpert  
Approved As To Form:  
Bruce Alpert, Butte County Counsel

08 Nov 2016  
Date

Randy Wilson  
Randy Wilson,  
Upper Feather River IRWM

Craig Settemire  
Approved as to Form:  
Craig Settemire, County Counsel

11-1-16  
Date