

**MEMORANDUM OF UNDERSTANDING
COORDINATING FORMATION OF A GROUNDWATER SUSTAINABILITY
AGENCY IN THE SAN ANTONIO CREEK VALLEY GROUNDWATER BASIN (#115)**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and effective as of _____, 2016, by and between the Santa Barbara County Water Agency (County), and the Cachuma Resource Conservation District (District), collectively the Parties.

A. In 2014, California enacted the Sustainable Groundwater Management Act (SGMA), Water Code § 10720 *et seq.*, pursuant to which certain agencies may become participants in a groundwater sustainability agency (GSA) and adopt groundwater sustainability plans (GSP) in order to manage and regulate groundwater in underlying groundwater basins.

B. The Parties are local agencies within the San Antonio Creek Valley Groundwater Basin (Basin), as it is currently defined by the California Department of Water Resources (DWR), and are qualified to become GSAs and adopt GSPs for all or a portion of the Basin.

C. The Parties wish to participate in the implementation of SGMA within the Basin and coordination and collaboration among the Parties is necessary to determine the respective roles and the manner in which to implement SGMA.

D. The Parties wish to provide a framework for cooperative efforts for implementation of SGMA in the Basin to help ensure local control and management, and that SGMA is implemented effectively, efficiently, fairly, and at reasonable cost.

NOW THEREFORE, the Parties agree as follows:

1. Purpose. The primary purpose of this MOU is to facilitate a cooperative and ongoing working relationship between the Parties that will allow the Parties to explore, study, evaluate, develop and implement mutually beneficial approaches and strategies for implementing SGMA in the Basin.

2. Formation of a Groundwater Sustainability Agency (GSA). The Parties contemplate that collectively they will elect to be a GSA and file said election with DWR for the entire Basin prior to June 30, 2017, pursuant to Water Code § 10723. The Parties also contemplate that a GSP will be developed by the GSA formed by the Parties.

a.

b. As a part of the Parties' cooperative efforts under this MOU, the Parties shall discuss and explore the formation of a joint powers authority (JPA) or other agreement to develop and implement a GSP for the Basin. None of the Parties are obligated through this MOU to execute such a JPA or other agreement.

c. No GSA election shall be filed for the Basin without the respective Parties first receiving notice of the proposed election.

d. Any Party may withdraw from this MOU upon written notice to the other Parties.

e. If a Party withdraws from this MOU, said Party reserves the right to elect to be a GSA in accordance with SGMA.

3. Costs. Each Party is responsible for and shall bear all costs it incurs with respect to its activities under this MOU.

4. Staff. Each Party shall designate a principal contact person and any other appropriate staff members and/or consultants to participate on Party's behalf in activities undertaken pursuant to this MOU. Each Party shall make its staff and its expertise reasonably available for activities under this MOU.

5. Ongoing Cooperation. The Parties acknowledge that activities under this MOU will require the frequent interaction among them in order to pursue opportunities and resolve issues that arise. The Parties shall work collaboratively and in good faith. The goal of the Parties shall be to preserve flexibility through local control and management, and to implement SGMA effectively, efficiently, fairly, and at reasonable cost.

6. Notices. Any notice required by this MOU shall be in writing and shall be given personally, by facsimile, by electronic mail (email), or by U.S. or certified mail, postage prepaid, as set forth under each signature.

7. Entire Agreement. This MOU incorporates the entire agreement of the Parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral, or otherwise) related thereto. This MOU may be amended, including without limitation to add new Parties eligible under SGMA to be a GSA, only in a writing executed by all of the Parties.

8. Termination/Withdrawal. This MOU shall terminate upon formation of a GSA by the Parties or by the mutual consent of the Parties. Parties may withdraw from this MOU, and the MOU shall remain in effect for the remaining Parties. No Party shall be liable to any other if it elects to withdraw from this MOU.

9. Assignment. No rights or duties of any of the Parties under this MOU may be assigned or delegated without the express prior written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties without such written consent shall be null and void.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date first above written.

SANTA BARBARA COUNTY WATER AGENCY

By: 

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CACHUMA RESOURCE CONSERVATION DISTRICT

By: _____

Name: _____
Address: _____

Email: _____
Fax: _____

Approved by Cachuma Resource Conservation District
Board of Directors
June 21, 2016
Signature not received by time of docketing