

## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (the "MOU") is entered into by and between the San Joaquin Area Flood Control Agency ("SJAFCA"), American Rivers, San Joaquin County Resource Conservation District, South Delta Water Agency, and the executing Reclamation Districts located in the South Delta on Attachment "A" (collectively, the "Parties"). This MOU shall be effective upon execution by the SJAFCA, American Rivers, San Joaquin County Resource Conservation District, South Delta Water Agency, and at least two of the Reclamation Districts on Attachment "A" (the "Effective Date").

### DEFINITIONS

**INVESTIGATION** – For the purposes of this MOU, the term "Investigation" refers to a study of the technical and financial feasibility of a proposed Project (as defined below).

**PROJECT** – For the purposes of this MOU, the term "Project" refers to a comprehensive and integrated effort to achieve (i) a Paradise Cut expansion for improved flood control and environmental restoration and (ii) a downstream channel restoration for water supply reliability and environmental restoration. The Project has been titled "Paradise Cut Expansion and South Delta Restoration Project" in other documents.

### RECITALS

**WHEREAS**, the Investigation would aim to develop flood management solutions in accordance with the Central Valley Flood Protection Plan's ("CVFPP") four societal goals and inform other water management forums which the current flood system may constrain (e.g. Sustainable Groundwater Management Act, Central Valley Salinity Alternatives for Long-Term Sustainability, State Board Bay-Delta Water Quality Control Plan Update, San Joaquin River Restoration, refuge management and other ecosystem restoration efforts).

**WHEREAS**, the Investigation should seek to identify elements of a Project that will improve various flood control measures, restore channel capacity and improve habitat and set the stage for investments by various partners in a multi-benefit, large scale effort to facilitate improved water supply and quality, support a thriving agricultural economy, assist with species recovery, and restore and protect beneficial uses;

**WHEREAS**, such a Project would also advance implementation of the Governor Newsom's Water Resilience Portfolio;

**WHEREAS**, the California Department of Water Resources included the expansion of the Paradise Cut Bypass in the in the first Central Valley Flood Protection Plan in 2012 and again in the 2017 Central Valley Flood Protection Plan Update;

**WHEREAS**, the Sacramento-San Joaquin Delta Conservancy awarded the San Joaquin County Resource Conservation District two separate grants to further planning of the Paradise Cut Bypass expansion in 2016 and 2019;

**WHEREAS**, representatives of South Delta reclamation districts, American Rivers, the South Delta Water Agency, and SJAFCA formed a planning team in 2017 to coordinate planning associated with the Project;

**WHEREAS**, the South Delta Water Agency, State Water Contractors and the Central

Delta Water Agency jointly funded a study in 2021 to evaluate channel restoration in the South Delta to improve water supply and quality, and restore diminished shallow water habitat and other environmental restoration;

**WHEREAS**, the planning team recommended the integration of significant channel restoration into the Project as necessary to both achieve desired multiple benefits and ensure support of South Delta reclamation districts;

**NOW, THEREFORE**, the Parties hereby agree as follows:

## **AGREEMENT**

- 1. Statement of Shared Goals and Principles.** The Parties each recognize the importance of Investigation to identify supportable elements of a Project which will achieve multiple objectives related to flood protection, water supply reliability, and environmental restoration in the South Delta, as well as the need for a local agency with experience successfully managing large infrastructure projects to lead implementation. This MOU is intended to facilitate implementation of the Investigation through the selection of SJAFCA as a lead and also to create a process to ensure future coordination with South Delta reclamation districts and other stakeholders regarding the supportable elements. The Parties desire to work together to address any challenges which conflict with their shared policy objectives during Investigation and planning. The Parties further recognize a successful planning process will address the specific concerns of each Party and the people each Party represents. Each Party is committed to understanding the opportunities and constraints of one another's independent authorities and regulatory responsibilities while at the same time agreeing upon certain basics of this effort.
- 2. Commitments.** In furtherance of the foregoing shared policy objectives, the Parties agree to the following commitments.

  - A. Collaborative Efforts.** The Parties agree to work together in good faith to advance an Investigation which is designed to support eventual implementation of a Project. The Parties acknowledge that at this time there are many unknowns about the viability, costs, and permitting of all potential elements of a Project. The Parties agree that unless extended by the Parties this MOU shall terminate upon the earlier of (i) the expiration of a 12-month period in which SJAFCA has no funding to continue the Investigation; and (ii) the publication of the Final Investigation as required as a deliverable under the DWR grant agreement. It is the intention of all parties to continue to work together in furtherance of all elements of the Project.
  - B. Southern Reclamation Districts' Requirements.** The Parties acknowledge and agree that local support for the Investigation is based upon channel restoration in the South Delta being a material part of the Investigation to be funded by DWR. Therefore, SJAFCA commits that it will not Investigate the Paradise Cut expansion unless simultaneously investigating elements of the downstream channel restoration. The Parties do not support the Paradise Cut widening without connection to the downstream channel restoration effort and will not support additional flows in Paradise Cut without completion of (i) all needed mitigation, and (ii) the downstream channel restoration elements as part of this effort; provided that nothing in this MOU shall preclude SJAFCA from participating in any independent effort to pursue any element or combination of elements identified in the Investigation as a separate project.
  - C. Lead Agency.** In recognition of the importance of moving the Project forward and SJAFCA's significant expertise with project management, the Parties agree that SJAFCA will act as the lead in pursuing the Investigation.

D. **Advisory Committee.** In recognition of the need to maintain a high level of coordination and communication with South Delta reclamation districts during investigation and planning, the Parties agree to form an eight-member advisory committee to SJAFCA focused solely on the Project. Members will be (i) a representative from the South Delta Water Agency, (ii) four representative of reclamation districts (three from downstream districts and one from Reclamation District 2095) or up to four if there are less than four reclamation districts that are Parties, (iii) one representative from local municipality, (iv) one representative from American Rivers (or another environmental NGO designated by American Rivers), and (v) one representative from SJAFCA (either a Board member or staff). SJAFCA will bring all actions related to the Investigation to the advisory committee prior to seeking any needed approval from the SJAFCA Board of Directors. If a majority of advisory committee members vote to recommend approval of an action to the SJAFCA Board of Directors, SJAFCA staff will bring that recommendation to the SJAFCA Board of Directors for consideration. If the advisory committee does not recommend the action or if the SJAFCA Board of Directors disagrees with a recommended action, SJAFCA staff will utilize the dispute resolution process outlined in this MOU to resolve the disagreement.

E. **Dispute Resolution.** SJAFCA staff will initially work with the Chair of the advisory committee and the Chair of the SJAFCA Board of Directors to resolve any dispute. If this effort is unsuccessful, SJAFCA staff will utilize a professional mediator to resolve the issue. If no agreement can be reached, the SJAFCA Board of Directors maintains the authority to make the final decision. Notwithstanding this process, any decision by the SJAFCA Board of Directors must be in accordance with Paragraph 2. A. above.

F. **Funding and Availability of Funds.** The Parties will work together to identify and support state, federal, and local funding to further the Project, recognizing SJAFCA does not possess sufficient funding to plan, construct, or operate the Project without assistance.

3. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and shall not be construed to create any rights for any other person or entity.

4. **Amendments.** Subsequent modifications of this Agreement, including but not limited to an extension or amendment of this Agreement, shall not be valid or effective unless set forth in writing and signed by the Parties. Other parties may sign this MOU upon agreement by a majority of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

American Rivers

By: Michael Davis  
Printed name and title: Michael Davis, Associate Director, Central Valley River Restoration  
Date: 2/15/2022

December 3, 2021

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

American Rivers

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_


San Joaquin County Resource Conservation District

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

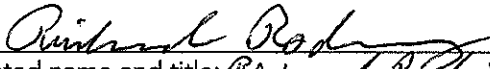
South Delta Water Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_


Other Reclamation Districts

By:  \_\_\_\_\_  
Printed name and title: JERRY ROBINSON, Chairman  
Date: March 16, 2022

San Joaquin County Resource Conservation District

By:   
Printed name and title: Richard Rodriguez RCD chairman  
Date: 1-20-22

South Delta Water Agency

By:   
Printed name and title: Jerry Balanson, President  
Date: 2/2/22

Other Reclamation Districts


By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment A**

Reclamation District 1, Reclamation District 2, Reclamation District 17, Reclamation District 404, Reclamation District 524, Reclamation District 544, Reclamation District 684, Reclamation District 773, Reclamation District 828, Reclamation District 1007, Reclamation District 2058, Reclamation District 2062, Reclamation District 2064, Reclamation District 2075, Reclamation District 2085, Reclamation District 2089, Reclamation District 2094, Reclamation District 2095, Reclamation District 2096, Reclamation District 2101, and Reclamation District 2107

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By:   
Printed name and title: Charles Winn, Chairman  
Date: 12/16/2021

American Rivers

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

San Joaquin County Resource Conservation District

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

South Delta Water Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

Other Reclamation Districts

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

December 3, 2021

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

American Rivers

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

San Joaquin County Resource Conservation District

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

South Delta Water Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

Other Reclamation Districts

By:  Paul Marchini  
Printed name and title: PAUL MARCHINI, Chairman, Union Island Reclamation District No. 1  
Date: March 20, 2022

December 3, 2021

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

American Rivers

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

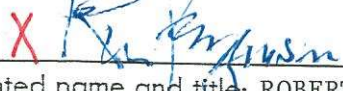
San Joaquin County Resource Conservation District

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

South Delta Water Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

Other Reclamation Districts

By: X  \_\_\_\_\_  
Printed name and title: ROBERT K. FERGUSON, Union Island Reclamation Dist. No. 2  
Date: March 210, 2022



December 3, 2021

support state, federal, and local funding to further the Project, recognizing SJAFCA does not possess sufficient funding to plan, construct, or operate the Project without assistance.

- 3. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and shall not be construed to create any rights for any other person or entity.
- 4. **Amendments.** Subsequent modifications of this Agreement, including but not limited to an extension or amendment of this Agreement, shall not be valid or effective unless set forth in writing and signed by the Parties. Other parties may sign this MOU upon agreement by a majority of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By: \_\_\_\_\_  
 Printed name and title: \_\_\_\_\_  
 Date: \_\_\_\_\_

American Rivers

By: \_\_\_\_\_  
 Printed name and title: \_\_\_\_\_  
 Date: \_\_\_\_\_


San Joaquin County Resource Conservation District

By: \_\_\_\_\_  
 Printed name and title: \_\_\_\_\_  
 Date: \_\_\_\_\_

South Delta Water Agency

By: \_\_\_\_\_  
 Printed name and title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Other Reclamation Districts  
 Reclamation District No 17  
 By: Michael Robinson, President

 1/11/2022

December 3, 2021

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

American Rivers

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_


San Joaquin County Resource Conservation District

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

South Delta Water Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

Other Reclamation Districts -- Reclamation District No. 404 (Boggs Tract)

By:  \_\_\_\_\_  
Printed name and title: Dante J. Nomellini, Jr., Secretary & Attorney for RD 404  
Date: December 14, 2021

December 3, 2021

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

American Rivers

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

San Joaquin County Resource Conservation District

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

South Delta Water Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

Other Reclamation Districts

By: \_\_\_\_\_  
Printed name and title: Joe Eads / Trustee  
Date: 2/1/2022



December 3, 2021

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

American Rivers

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

San Joaquin County Resource Conservation District

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

South Delta Water Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

Other Reclamation Districts

Pescadero Reclamation District 2058

By: Nat Bacchetti  
Printed name and title: Nat Bacchetti, President, Board of Trustees  
Date: February 2, 2022

December 3, 2021

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

American Rivers

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

San Joaquin County Resource Conservation District

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

South Delta Water Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

Other Reclamation Districts

By: Bob Pombo  
Bob Pombo Feb 11, 2022 16:21 PST  
Printed name and title: Bob Pombo, President Reclamation District No. 2095 \_\_\_\_\_  
Date: Feb 11, 2022

December 3, 2021

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

American Rivers

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

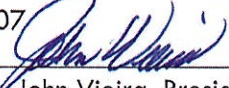
San Joaquin County Resource Conservation District

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

South Delta Water Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

Other Reclamation Districts

Reclamation District 1007  
By:  \_\_\_\_\_  
Printed name and title: John Vieira, President, Board of Trustees  
Date: January 12, 2022

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

American Rivers

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

San Joaquin County Resource Conservation District

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

South Delta Water Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

Other Reclamation Districts

By: Bob Pombo  
Bob Pombo (Feb 11, 2022 16:22 PST)  
Printed name and title: Bob Pombo, President Reclamation District No. 2085  
Date: Feb 11, 2022



December 3, 2021

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

American Rivers

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

San Joaquin County Resource Conservation District

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

South Delta Water Agency

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

Other Reclamation Districts

By: Susan Dellosso RD 2062  
Printed name and title: SUSAN Dellosso, President  
Date: 2/20/2022



By: \_\_\_\_\_

Printed \_\_\_\_\_ name \_\_\_\_\_ and  
title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

South Delta Water Agency

By: \_\_\_\_\_

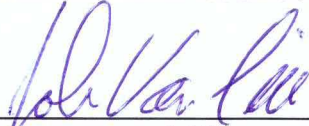
Printed \_\_\_\_\_ name \_\_\_\_\_ and  
title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Other Reclamation Districts

**Reclamation District #2064**

By: 

Printed name and title: John Van Till, Trustee

Date: February 11, 2022

**Attachment A**

Reclamation District 1, Reclamation District 2, Reclamation District 17, Reclamation District 404, Reclamation District 524, Reclamation District 544, Reclamation District 684, Reclamation District 773, Reclamation District 828, Reclamation