

**MEMORANDUM OF UNDERSTANDING
AMONG
ZONE 7 OF THE ALAMEDA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT,
CONTRA COSTA COUNTY,
CONTRA COSTA COUNTY WATER AGENCY,
CITY OF SAN RAMON,
EAST BAY MUNICIPAL UTILITY DISTRICT
AND
DUBLIN SAN RAMON SERVICES DISTRICT**

This memorandum of understanding (MOU) is made and entered among Contra Costa County (CCC), Contra Costa County Water Agency (CCCWA), the City of San Ramon (San Ramon), the East Bay Municipal Utility District (EBMUD) and the Dublin San Ramon Services District (DSRSD) (together, the Five Parties) and Zone 7 of the Alameda County Flood Control and Water Conservation District (Zone 7) in consideration of the factual recitals and mutual obligations contained herein.

WITNESSTH

WHEREAS, the Sustainable Groundwater Management Act of 2014 (SGMA) requires the formation of Local Groundwater Sustainability Agencies (GSAs) and the adoption of Groundwater Sustainability Plans for high- and medium-priority basins within five to seven years; and

WHEREAS, while the majority of the Livermore-Amador Valley Groundwater Basin (DWR Groundwater Basin No. 2-10, hereinafter referred to as "Basin No. 2-10"), a medium priority basin, lies within the boundaries of Alameda County and the jurisdiction of Zone 7, portions lie within the boundaries of Contra Costa County and the jurisdictions of CCC, CCCWA, San Ramon, DSRSD, and EBMUD; and

WHEREAS, SGMA identified Zone 7 as the exclusive local agency to be the GSA for managing groundwater within its statutory boundaries (Water Code, § 10723, subd. (c)(1)(A)), and those statutory boundaries include the portion of Basin No. 2-10 lying within Alameda County, which comprises the majority of the basin; and

WHEREAS, the Five Parties agree it would be prudent for Zone 7 to also manage the small remaining portion of Basin No. 2-10 that lies within the jurisdictions of CCC, CCCWA, San Ramon, DSRSD, and EBMUD to achieve effective groundwater management; and

WHEREAS, it is in the interests of the Five Parties and Zone 7 to maintain current levels of jurisdictional authority while striving for holistic, sustainable groundwater basin management; and

WHEREAS, it is mutually beneficial to create this agreement to establish a delegation of authority to allow Zone 7 to be the GSA for the remaining portion of Basin No. 2-10 within the jurisdictions of CCC, CCCWA, San Ramon, DSRSD, and EBMUD to assure sustainable groundwater management;

NOW, THEREFORE, the Five Parties and Zone 7 do hereby agree as follows:

1. Purposes of MOU. The purposes of this MOU are (1) for each of the Five Parties to agree to confer to Zone 7 certain Delegated Authority (as that term is defined in Paragraph 2.A below) within the Delegated Area (as that term is defined in Paragraph 3 below), and (2) for Zone 7 to agree to exercise the Delegated Authority within the Delegated Area.
2. Authority and Responsibility.
 - A. Upon execution of this MOU, and upon final approval by California Department of Water Resources recognizing Zone 7 as the GSA responsible for the portion of Basin No. 2-10 lying within the area described in Paragraph 3 of this MOU, the Five Parties agree to delegate to Zone 7 all functions, powers, duties, and authority of a GSA conferred by SGMA. Notwithstanding any other provision of this MOU, the following authority shall not be delegated to Zone 7: (1) CCC shall continue to be the well permitting agency for all areas within its jurisdiction, (2) San Ramon and CCC shall continue to be the land use agencies for all areas within their respective jurisdictions, and (3) EBMUD and DSRSD shall continue to be the water supply agencies for all areas within their respective jurisdictions. The authority delegated by this Paragraph 2.A is referred to herein as the “Delegated Authority”.
 - B. Zone 7 agrees to assume and exercise all responsibilities required of a GSA, and to enforce all provisions and requirements contained in the Groundwater Sustainability Plan to be adopted for Basin No. 2-10 in accordance with SGMA. Zone 7 shall continue to monitor groundwater elevations within the Designated Area and to enter data into CASGEM as required in order to maintain grant eligibility.
3. Geographic Extent of Delegated Authority. The Delegated Authority shall have effect in that portion of Basin No. 2-10 which lies within the jurisdictional boundaries of each of the Five Parties, which portion is depicted in Exhibit A and is referred to herein as the “Delegated Area”.
4. Records. Zone 7 shall provide each of the Five Parties copies of all documents, reports, studies and other records created in the course of its exercise of the Delegated Authority which affects or relates to groundwater management within the Delegated Area. CCC shall provide Zone 7 with copies of all well permits issued or environmental reports received (including well completion reports) and any water level measurements taken within the Delegated Area. Zone 7 and the Five Parties shall cooperate and coordinate in responding to requests made under the California Public Records Act regarding records related to groundwater management within the Delegated Area.
5. Term. This MOU becomes valid and effective immediately upon execution by each of the Five Parties and Zone 7 and shall remain in effect unless terminated pursuant to Paragraph 9, below.
6. Entire Agreement. This MOU shall constitute the entire agreement among the Five Parties and Zone 7 relating to the delegation of authority provided by SGMA as relates to Basin No. 2-10. This MOU supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire

understanding of the parties regarding the subject matter thereof.

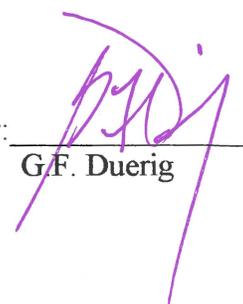
- 7. Counterparts and Copies. This MOU may be executed in any number of counterparts, each of which may be deemed an original and all of which collectively shall constitute a single instrument. Photocopies, facsimile copies, and PDF copies of this MOU shall have the same force and effect as a wet ink original signature on this MOU.
- 8. Amendment. This MOU may be amended at any time by a written agreement duly executed by each of the Five Parties and Zone 7.
- 9. Termination.
 - A. This MOU may be voluntarily terminated in full at any time by a writing signed by each of the Five Parties and Zone 7.
 - B. Any of the Five Parties may elect to terminate its participation in this MOU at any time. Termination of such party's participation in this MOU shall not become effective until after both of the following have occurred: (1) the terminating party provides written notice to all other signatories to this MOU of its intent to terminate its participation, and (2) one year has elapsed following the date of such written notice, during which time the terminating party may make efforts to assume the GSA role for the portion of the Delegated Area within the terminating party's jurisdiction. The termination of any of the Five Parties' participation in this MOU shall not affect the continuing validity of the MOU with respect to the remaining signatories.
 - C. Zone 7 may provide written notice to each of the Five Parties of its intent to terminate the Agreement, and the MOU shall cease to be of further effect one year following delivery of Zone 7's notice, during which time Zone 7 shall continue to exercise the Delegated Authority within the Delegated Area to allow adequate time for the Five Parties to address GSA related requirements for their respective portions of the Delegated Area.
- 10. Signatures. The individuals executing this MOU represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as follows:

CONTRA COSTA COUNTY

ZONE 7 OF THE ALAMEDA
COUNTY FLOOD CONTROL &
WATER CONSERVATION DISTRICT

By: _____
President, BOS Dated:

By:  _____
G.F. Duerig Dated: 21 Apr 2016

CONTRA COSTA WATER AGENCY

CITY OF SAN RAMON

By: _____

By: _____

DUBLIN SAN RAMON SERVICES
DISTRICT

EAST BAY MUNICIPAL UTILITY
DISTRICT

By: _____

By: _____

Richard Sykes Dated:
Director of Water
and Natural Resources