



## Yolo Bypass & Cache Slough MOU

# MEMORANDUM OF UNDERSTANDING

AMONG THE UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF RECLAMATION, UNITED STATES FISH AND WILDLIFE SERVICE, UNITED STATES DEPARTMENT OF COMMERCE NATIONAL MARINE FISHERIES SERVICE, UNITED STATES ARMY CORPS OF ENGINEERS, THE CALIFORNIA NATURAL RESOURCES AGENCY, CALIFORNIA DEPARTMENT OF WATER RESOURCES, CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, CENTRAL VALLEY FLOOD PROTECTION BOARD, STATE WATER RESOURCES CONTROL BOARD, CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD, COUNTY OF YOLO, COUNTY OF SOLANO, SACRAMENTO AREA FLOOD CONTROL AGENCY, SOLANO COUNTY WATER AGENCY, AND RECLAMATION DISTRICT NO. 2068  
REGARDING COLLABORATION AND COOPERATION IN THE YOLO BYPASS AND CACHE SLOUGH REGION

### Introduction

The Yolo Bypass and Cache Slough Region (Region) is the focus of several interagency planning efforts by multiple federal, state, and local governmental agencies aimed at improving flood conveyance, fisheries and wildlife habitat, water supply and water quality, agricultural land preservation, economic development, and recreation. The numerous demands on and interests in the Region present an opportunity for governmental agencies at the local, state, and federal levels to collaborate to accommodate multiple objectives through the implementation of policies and projects that improve the variety of public values that the Region serves.

### Purpose

This Memorandum of Understanding (MOU) serves as the vehicle to promote the discussion, prioritization, and resolution of policy and other issues critical to the success of the various planning efforts in the Region. The parties (Parties) to this MOU envision a Region that serves as a model for public agency cooperation and achievement. To this end, this MOU memorializes the understanding of the Parties, interested local, state, and federal agencies, to partner to improve collaboration, synchronize efforts, and enhance outcomes of planning efforts related to flood conveyance, fisheries and wildlife habitat, water supply and water quality, agricultural land preservation, economic development, and recreation.

## **Parties**

This MOU is entered into by the United States Department of the Interior Bureau of Reclamation, the United States Fish and Wildlife Service, the United States Department of Commerce National Marine Fisheries Service, the United States Army Corps of Engineers, the California Natural Resources Agency, the California Department of Water Resources, the California Department of Fish and Wildlife, the Central Valley Flood Protection Board, the State Water Resources Control Board, the Central Valley Regional Water Quality Control Board, the County of Yolo, the County of Solano, Sacramento Area Flood Control Agency, Reclamation District No. 2068, and Solano County Water Agency (collectively referred to as “Parties” and individually as “Party”).

## **Principles**

The Parties recognize the following principles, which will guide collaborative efforts under this MOU:

- A. Successful planning understands and addresses the specific concerns of each Party and those that they represent, such as concerns related to potential species, regional economy, and water supply conflicts, among others.
- B. Public benefit projects will protect or improve the flood system resiliency of the Yolo Bypass, which is an authorized State and Federal flood management facility.
- C. Public benefits are inherent in the integration of flood management, habitat restoration, and economic sustainability efforts, and these public benefits should be maximized wherever appropriate.
- D. Each Party is committed to understanding the opportunities and constraints of one another’s independent authorities and regulatory responsibilities, which will not be compromised through participation in the collaborative efforts described in this MOU.
- E. Local expertise and technical input is valuable and should be actively sought out through effective stakeholder outreach.

## **Term and Other Conditions**

### **A. Non-binding Nature:**

This MOU is legally nonbinding and in no way: (i) impairs any Party from continuing its own planning or project implementation; (ii) limits a Party from exercising its regulatory authority in any matter; (iii) infers that a Party’s governing body or management will act in any particular manner on a project; or (iv) gives any of the Parties any authority over matters within the jurisdiction of any other Party. Nothing in this MOU creates any legal rights, obligations, benefits, or trust responsibilities, substantive or procedural, enforceable at law or in equity, by a Party against any other Party, a Party’s officers, or any person.

### **B. Term:**

This MOU will become effective upon signature of all Parties and shall remain in effect for ten years unless terminated by mutual agreement of the Parties. Upon the expiration of ten years, the MOU may be renewed or extended through written agreement of all Parties. A Party may withdraw from this MOU at any time by notifying all other Parties in writing.

C. Amendments:

Modifications or amendments to the terms of this MOU shall be in writing and executed by all Parties.

D. Relationship of Parties:

Execution of this MOU does not create a new legal entity with a separate existence from the individual Parties. This MOU does not create an “advisory committee” as that term is defined in the Federal Advisory Committee Act, as amended (Pub. L. 92-463). This MOU also does not result in the joint exercise of powers as set forth in California Government Code section 6500 et seq. This MOU neither expands nor is in derogation of those powers and authorities vested in the Parties, or any of them, by applicable laws, statutes, regulations, or Executive Orders, nor does it modify or supersede any other applicable interagency agreements existing as of the date of this MOU.

E. Funding and Availability of Funds:

Funding by any Party toward any interagency effort in the Region is subject to the requirements of any and all applicable laws, regulations, and procedures. Nothing in this MOU is intended or shall be construed to authorize or require the obligation, appropriation, reprogramming, or expenditure of any funds by any Party as permitted by applicable law. As required by the Anti-Deficiency Act, 31 U.S.C. 1341, 1342, and 1517, all commitments made by Federal signatories to this MOU are subject to the availability of appropriated funds and budget priorities. Any funding commitment or services, if pursued, will be handled in accordance with applicable laws, regulations, and procedures.

**Signatures**

United States Department of the Interior Bureau of Reclamation

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

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

United States Department of Commerce National Marine Fisheries Service

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

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

United States Army Corps of Engineers

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

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

United States Fish and Wildlife Service

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

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

The California Natural Resources Agency

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

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

California Department of Water Resources

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

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

California Department of Fish and Wildlife

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

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

Central Valley Flood Protection Board

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

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

State Water Resources Control Board

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

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

Central Valley Regional Water Quality Control Board

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

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

County of Yolo

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

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

County of Solano

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

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

Sacramento Area Flood Control Agency

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

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

Solano County Water Agency

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

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

Reclamation District No. 2068

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

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