

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF GLENN, WATER DISTRICTS,
AND OTHER PURVEYORS OF SURFACE AND GROUNDWATER IN THE COUNTY**

1. SIGNERS

This Memorandum Of Understanding (MOU) is being entered into this day of April 15, 1997 by the County of Glenn, representing groundwater pumpers not represented by any other entity or agency, the undersigned agricultural surface water delivery agencies ("water agencies"), and other purveyors of water within Glenn County. Each entity signing this MOU will be committed to exercising their best effort to fulfill the purposes of the MOU for a period of one year from the date of signing. Renewal of the MOU will be automatic. A agency wishing to discontinue its participation may give sixty day written notice of that intent and will no longer be considered a participant.

2. PURPOSE

(A) The purpose of this MOU is to implement a program focused upon achieving goals of the Ad Hoc Ground Water Management Team as stated in their "Goal Statement" adopted March 25, 1997. (See attachment A). In addition, this MOU designates, for purposes of Glenn County groundwater monitoring, the areas of the county represented by the participants in this MOU and outlines their respective responsibilities in the planning and implementation of the program.

(B) Participants in this MOU agree to work together in good faith to develop an implement a groundwater monitoring program within Glenn County. Because groundwater does not recognize political boundaries, MOU participants also agree t develop a plan compatible with principles of good management of affected aquifer and to consider the plan's possible influence on neighboring counties. It is the inter of the MOU participants that any management plan developed in the future will consider issues resulting from other relevant public processes. These may include but are not limited to issues being considered under Cal/Fed, The Sacramento River Watershed Management Program, AB 3616 and the collective effort of The Northern Sacramento Valley Counties.

3. BACKGROUND AND NEED FOR MOU

(A) It is recognized by residents of Glenn County that groundwater levels in many places dropped dramatically during the droughts of 1976-77 and 1987-92. While levels recovered in subsequent wet years, the drought years demonstrated that in many areas of the county the rate of groundwater recharge may be insufficient for dry year needs of county residents. As the number of wells increases in the county the use of groundwater is also expected to increase. As a consequence, the lowering of the groundwater levels may be worse in future droughts, and recovery may, at best, be much slower, and if not properly monitored and managed, adequate recovery may not take place. Areas on the west side of the county experienced declining groundwater levels prior to importation of surface water from the Tehama-Colusa Canal. Since the availability of water from this canal is uncertain, it is important that the groundwater resources be managed properly and protected for future use. Across the valley floor towards the east, groundwater supplies and recharge capabilities appear to be quite different. The Stony Creek alluvial fan plays a large role in how groundwater resources react. More information associated with the operation of Stony Creek needs to be developed. The groundwater characteristics north of the Stony Creek Channel differ from those south of the channel. Similarly the areas near the Sacramento River differ from one another from east side to west side, as well as north to south. These differences need to be understood, quantified and recognized.

(B) To better understand and thereby make knowledgeable groundwater management decisions regarding the groundwater resources under Glenn County the simplest and easiest first step is to monitor

groundwater levels. The State Department of Water Resources (DWR) measures a number of wells in the county but the number is small relative to the size of the groundwater basin. Also, there are areas within the county that vary as to amount of recharge. Most of these areas have few monitoring wells. To gain a better understanding of groundwater under the irrigated areas of the county it is necessary to expand the number of wells being monitored. It is also important to coordinate County monitoring efforts with the well monitoring efforts of DWR, USGS, and the Bureau of Reclamation, and any other agency engaged in similar activities in the county. This will promote the maintenance of a stable groundwater system in Glenn County and allow the County to work toward a future goal of watershed enhancement to enable entities and agencies to provide quality groundwater with a sustainable yield.

(C) The MOU participants agree to monitor certain specified wells of those who, on a voluntary basis, agree to cooperate in the data collection process. Data collection will be on a monthly basis, preferably during the first week of the month beginning on the first full month following the signing of this document. Monitoring results will be recorded on the data sheet developed by the Ad Hoc Groundwater Committee during 1995, a copy of which is attached. (See attachment B.)

4. GEOGRAPHICAL AREA

For purposes of this MOU the county will be divided into irrigated areas covered by the water agencies and other purveyors, and areas not covered by any or other purveyor. The County will be responsible for planning and implementing the monitoring program in those areas not covered by any water agency or other purveyor. The water agencies who participate in this MOU will be responsible for the planning and implementing of the monitoring plan inside their respective water agency boundaries and for any private pumper outside the water agency boundary who requests assistance from the water agency, and is accepted for monitoring by that water agency. Other purveyors will be responsible for the implementation and fulfillment of monitoring within their boundaries unless they contract with another party to perform these duties for them.

5. RESPONSIBILITIES

(A) The responsibility for planning and implementing the groundwater monitoring program shall be shared by the County of Glenn, the water agencies and the other purveyors signing this MOU. Each entity shall be responsible for the costs associated with its portion of the program. Any costs incurred in the assembling and disseminating of data under the terms of this MOU will be shared using a formula to be agreed upon by the water agencies, the County of Glenn, and the other purveyors to determine the pro rata share for each entity. Each MOU participant will designate a person to oversee its responsibility for its share of the program. Each entity shall also assign a person to conduct its monitoring program.

(B) It may become necessary for the County to enter into separate MOUs or agreements with private pumpers covering well monitoring, including responsibilities for, and costs of the program. The County may delegate responsibility for monitoring to any willing individual within its area of responsibility, or to another participant in this MOU.

(C) Any other water agency or other purveyor wishing to participate in the MOU at a later date may sign the MOU and become a participant. That water agency then accepts responsibility for involvement in the planning and implementation of the monitoring program, as well as its share of any financial responsibility.

6. LOCATION OF RECORDS

Monitoring records shall be centrally located and be the responsibility of one of the MOU participants. The location shall be determined based upon the availability of sufficient space and a computer with the

appropriate software to store, manage and print reports. The selection of this entity, and the designation of costs will be made by agreement of all parties to the MOU. Each water agency and participating private pumper shall keep records and forward a copy to the entity designated to house the records. The cost of compiling, printing and distribution of the reports shall be the responsibility of all MOU participants.

7. INTENT OF SIGNATORIES

It is the intent of the signers of this MOU that signing of this document in no way creates a partnership or joint powers authority.

ATTACHMENT "A"

Goal Statement Groundwater Management Team adopted:

California is growing at an unprecedented rate while water retention infrastructure (i.e. dams and reservoirs) have not kept up with increasing demands in other areas of the state. It is growing increasingly important that Glenn County farmers, ranchers, and urban residents assist each other in identifying and maintaining Glenn County's groundwater resources in order to protect and enhance the social and economic viability of Glenn County as well as its agricultural and rural communities. We have therefore identified and established the following goals:

1. Identify and maintain the natural groundwater systems in Glenn County so as to provide quality groundwater with a sustainable yield for the basin.
2. Assist water agencies and other purveyors of surface waters in their efforts to maintain-historic surface flows in order to preserve and enhance groundwater recharge, and by so doing, provide for the needs of those in the county who rely upon the use of those historic surface and groundwater rights. In this regard, where appropriate, the development of conjunctive surface water and groundwater use programs should be pursued.
3. Coordinate with other counties and appropriate water agencies in their groundwater management efforts should be pursued for the mutual benefit of related and otherwise connected basins.
4. Collect and evaluate data in order to properly characterize the status of the groundwater basin and determine safe yield. This data will be used to develop a groundwater management plan, in coordination with the present efforts of the water agencies, other purveyors, and the county to ensure water use consistent with maintenance of the determined safe yield.
5. Reinforce and support, with reliable and accurate data, implementation of Area of Origin and watershed protection laws.
6. Promote the preservation and enhancement of the agricultural and rural communities and economy within Glenn County as well as the wildlife resources within Glenn County's water basin and watershed areas.
7. Protect and maintain safe drinking water for the health and safety of the citizens of Glenn County.