

MEMORANDUM OF UNDERSTANDING FOR ADMINISTRATIVE SERVICES

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and effective as of _____, 2026, by and between the Colusa Groundwater Authority (“CGA”) and the County of Colusa (“County”). CGA and the County may occasionally be referred to herein individually as a “Party” and collectively the “Parties.”

A. In 2014, the State of California enacted the Sustainable Groundwater Management Act (Water Code Sections 10720 *et seq.*), referred to in this MOU as the “SGMA” or “Act,” as subsequently amended, pursuant to which certain agencies may become “Groundwater Sustainability Agencies” and adopt “Groundwater Sustainability Plans” in order to manage and regulate groundwater in underlying groundwater basins. The Act defines “basin” as a basin or sub-basin identified and defined in California Department of Water Resources (DWR) Bulletin 118.

B. CGA is a joint powers is a joint powers authority duly formed and operating pursuant to the Joint Exercise of Powers Law (Gov. Code § 6500 *et seq.*) and that certain “Joint Exercise of Powers Agreement Establishing the Colusa Groundwater Authority,” entered into by and among the “Members” of the CGA (as defined in the Joint Exercise of Powers Agreement), including the County.

C. CGA is one of the Groundwater Sustainability Agencies responsible for implementing SGMA in the Colusa Subbasin (Bulletin 118, Basin No. 5-021.52) and the Colusa County portion of the Butte Subbasin (Bulletin 118, Basin No. 5-021.70).

D. The Parties wish to provide a framework for cooperative efforts for administration of the CGA.

THEREFORE, in consideration of the mutual promises set forth below and to implement the goals described above, 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 ensure that the CGA has available to it continuous administrative support, including facilitation of Board and committee meetings, preparation of Board and committee materials, oversight of bookkeeping and accounting services, coordination with staff and consultants, management of contracts and invoices, and other services as may be requested by the CGA Board and agreed upon by the County from time to time (the “Services”)

2. Service Provider. The County is currently in the process of filling the position of “Management Analyst I/II (Policy Analyst).” The job description for this position includes, “coordinating programs such as groundwater sustainability efforts with the Colusa Groundwater Authority.” The Parties intend for the individual selected as the Management Analyst to provide the Services to the CGA on a consulting basis. The Parties further intend that there be consultation between and among authorized representatives of the County and the CGA regarding the selection

of the Management Analyst, recognizing that the principal responsibilities of the individual serving in that position will be to provide the Services to the CGA.

3. Independent Contractor. The services provided for under this MOU shall be at the direction of the CGA Board, although the County is and shall remain the employer of the Management Analyst providing Services. The County shall be deemed an independent contractor to the Authority, and the Authority shall have no authority to terminate, suspend, reprimand or otherwise discipline the Management Analyst providing Services, but shall direct all employment issues and complaints to the County which shall have absolute discretion to act.

4. Payment for Services. The County shall invoice the Authority quarterly for all costs and expenses incurred in carrying out the Services required under this MOU. Such invoices shall include the reasonable cost to the County for providing the staff and human resources time required to carry out the Services, as well as other costs and expenses incurred on the Authority's behalf, including but not limited to rents, overhead, materials, insurance, benefits, and taxes. Invoicing shall be quarterly, and invoices shall include a statement of the County's services and the costs and expenses incurred performing the Services during the each month of the prior quarter. The Authority shall pay all invoices within thirty (30) days of receipt.

5. Ongoing Cooperation. The Parties acknowledge that activities under this MOU will require the frequent interaction between them in order to pursue opportunities and resolve issues that arise. The Parties shall work cooperatively and in good faith.

6. Notices. Any formal notice or other formal communication given under the terms of this MOU shall be in writing and shall be given personally or by first class mail and/or electronic mail (email). Any notice shall be delivered or addressed to the Parties at the addressees' mailing address and email address set forth below under each signature and at such other mailing address or email address as shall be designated by notice in writing in accordance with the terms of this MOU. The date of receipt of the notice shall be the date of actual personal service, confirmed email, or three days after the postmark on first class mail.

7. Entire Agreement/Amendments/Counterparts. This MOU incorporates the entire and exclusive 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 only in a writing executed by all of the Parties. This MOU may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

8. Termination/Withdrawal. This MOU shall remain in effect unless terminated by either Party upon thirty (30) days written notice to the other Party. No Party shall be liable to any other if it elects to withdraw from this MOU, except that CGA shall remain liable for payment for Services provided up to the date of termination.

9. Non-Binding. This MOU is a wholly non-binding memorandum of understanding. No contractual or other legal obligations, express or implied, shall arise from the execution of this MOU. This MOU shall not give rise to any claims, causes of action, damages, or other remedies for breach.

10. Assignment. No rights or duties of the Parties under this MOU may be assigned, and any attempt to assign or delegate such rights or duties shall be null and void.

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

COLUSA GROUNDWATER AUTHORITY

By: _____

Address: _____

Email _____

COUNTY OF COLUSA

By: _____

Address: _____

Email _____