



## MEMORANDUM

TO: SLDMWA Water Resources Committee Members and Alternates  
SLDMWA Board of Directors and Alternates

FROM: Scott Petersen, Water Policy Director  
Cynthia Meyer, Special Programs Manager

DATE: September 9, 2024

RE: Water Resources Committee to Consider Recommendation to the Board of Directors to Authorize Execution of Memorandum of Understanding between San Luis & Delta-Mendota Water Authority and the Regents of the University of California (UC Merced)

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### BACKGROUND

On January 11, 2024, the Water Authority adopted the 2024 Science Plan. Now being implemented through the Water Authority's Science Program, the Science Plan includes a priority task to "Increase capacity for Water Authority science through multiple avenues, including partnerships and scientific community capacity building."

In the interest of furthering this Science Plan priority, Authority staff has engaged with the University of California, Merced (UC Merced), to discuss the development and advancement of a collaborative partnership to perform multiple functions that would contribute to advancing the Authority's Science Plan, its Strategic Plan, improving the Science enterprise associated with water resources management, and build additional capacity for the Authority membership and the Delta Science enterprise. Working collaboratively with university staff, Water Authority staff developed a Memorandum of Understanding (MOU) to guide engagement for a long-term partnership with UC Merced.

The MOU between the Water Authority and UC Merced focuses partnership work on the following type of collaborations:

1. Academic programming regarding natural resource management broadly and water specifically; and
2. Partnership in attracting the next generation of water specialists; and
3. Transparent dialogue to enhance the public understanding of water management in California;
4. The mutual exchange of information to enhance the resilience of the Central Valley.

**ISSUE FOR DECISION**

Whether the Water Resources Committee should recommend, and the Board of Directors should adopt the proposed MOU between the Water Authority and UC Merced.

**RECOMMENDATION**

Staff recommends the Water Resources Committee recommend, and the Board of Directors adopt the MOU between the Water Authority and UC Merced.

**ATTACHMENTS**

1. Memorandum of Understanding between the Water Authority and UC Merced

## **Memorandum of Understanding**

**This Memorandum of Understanding (MOU)**, effective this \_\_\_ day of September, 2024, by and among The Regents of the University of California (on behalf of its Merced campus (UC Merced) and San Luis & Delta-Mendota Water Authority (SLDMWA) (each a Party and collectively, the Parties).

### **WITNESSETH THAT:**

**WHEREAS**, the activities undertaken pursuant to this Memorandum of Understanding (MOU) are based on a spirit of cooperation and reciprocity that is intended to be of mutual benefit to all Parties; and

**WHEREAS**, all Parties have common objectives pertaining to the development of sustainable infrastructure able to withstand the impacts of climate change, the accurate measurement of water, and the transfer of knowledge to enhance the future workforce; and

**WHEREAS**, UC Merced is the first US research university opened in the 21<sup>st</sup> century and one with a commitment to environmental sustainability and a reputation for academic quality; and

**WHEREAS**, SLDMWA was established in 1992 and serves 27 member agencies and has operation and maintenance (O&M) responsibilities of certain United States Bureau of Reclamation (USBR) Central Valley Project facilities; and

**NOW THEREFORE**, it is mutually agreed as follows:

1. **Scope of MOU** – This MOU shall commemorate the Parties’ desire to enter into, but not be limited to, the following types of collaborations:
  - a. Academic programming regarding natural resource management broadly and water specifically; and
  - b. Partnership in attracting the next generation of water specialists; and
  - c. Transparent dialogue to enhance the public understanding of water management in California;
  - d. The mutual exchange of information to enhance the resilience of the Central Valley.
2. **Period of MOU** – This MOU shall be effective upon the date of final execution and will remain in force until either Party chooses to terminate its participation. Either Party may terminate its participation in this MOU by providing (30) days’ written notice to the other Party.
3. **Activities Under This MOU** – It is expected that activities taking place under this MOU will be performed primarily by UC Merced, and in coordination with respective administrative units and allied research activities at UC Merced and representatives of the SLDMWA. All activities undertaken must conform to the policies and procedures in place at the institution.

4. **Planning and Management of Activities** – Any distinct collaboration program or activity pursuant to achieving aims identified in the Scope (provision I) will be described in separate agreements (Agreements) to be drawn up collectively and signed by authorized signatories of each Party. The Agreements will specify the individuals from each Party responsible for the implementation of the program and set forth all terms and conditions associated with the activity. The Parties understand that each Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property and other deliverables or outcomes that any Party may be required to contribute.
5. **Funding of Activities** – If any Agreement should require and incur financial costs, such agreement will make financial costs and obligations explicit. Collaborating Parties are encouraged to work together to identify and secure any funding to offset all costs incurred to execute any Agreement.
6. **Nondiscrimination** – In accordance with UC Regents Policy 4403: Statement of Principles Against Intolerance, Parties agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this MOU.
7. **Use of Name** – No signatory will use the others’ name or logo, nor will any member of staff, in any publicity, advertising, or news release use said affiliation without the prior written approval of an authorized representative of the others.
8. **Modification** – The terms of this MOU may be changed or modified only by written amendment signed by authorized agents of the Parties hereto.
9. **Non-Binding** – This MOU is non-binding and is intended solely for the purpose of establishing a basis upon which the Parties will continue discussions related to the mutually beneficial relationship between UC Merced and SLDMWA. In the case of a dispute that arises relating to any aspect of cooperation under this MOU, the Parties may attempt to resolve such dispute through friendly negotiation, or either Party may elect to exit the MOU pursuant to the previous provision. Upon terminating its participation in the MOU, the terminating Party will have no further obligations hereunder.
10. **IN WITNESS WHEREOF**, UC Merced and SLDMWA have executed this MOU as of the dates written below.

**University of California, Merced**

**San Luis & Delta-Mendota Water Authority**

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Juan Sánchez Muñoz  
Chancellor

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Cannon Michael  
Chairman

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Date

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Date