MEMORANDUM OF UNDERSTANDING

between the

U.S. BUREAU OF RECLAMATION,
CALIFORNIA DEPARTMENT OF WATER RESOURCES, and the
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD,
regarding

WATER TRANSFER INFORMATION CLEARINGHOUSE

of the

CALFED BAY-DELTA PROGRAM

Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for agency roles and responsibilities, and other mechanisms for managing and implementing the Water Transfer Information Clearinghouse for the CALFED Bay-Delta Program (CALFED).

Framework

On August 28, 2000, the 18 federal and State agencies comprising CALFED, including the U.S. Bureau of Reclamation (Reclamation), California Department of Water Resources (DWR), and the California State Water Resources Control Board (SWRCB) signed the CALFED Implementation Memorandum of Understanding (Implementation MOU).

The Implementation MOU, which was developed to implement provisions of the CALFED Record of Decision (ROD), committed these agencies to various actions to implement the CALFED Program. One of the specific milestones identified in the CALFED ROD is the establishment of a Water Transfer Information Clearinghouse.

The ROD and the Implementation MOU also committed the CALFED agencies to improving access to information about water transfers through the development of an on-line water transfer information source. This "On Tap" website, which became operational in December 2001, is a collaborative effort to clarify water transfer policies and procedures and provide up-to-date information about ongoing transfer activities. This increased market information is intended to improve communication between applicants and government agencies. It also allows third parties, including local communities, to track water transfers that may affect them, and identify related outcomes from those transfers.

Functions of the Water Transfer Information Clearinghouse

The Clearinghouse will have no regulatory authority or permit approval function. The Clearinghouse will facilitate or perform the functions described below to aid in resolving many of the economic, environmental, and resource protection issues associated with water transfers. Specifically, the Clearinghouse will perform the following functions:

1. Facilitate or perform data collection on water transfers by performing the following tasks:
   - Develop a standard water transfer database using information on water transfers currently collected and maintained by Reclamation, DWR, and the SWRCB.
   - Make available existing guidebooks to aid transfer proponents in implementing water transfers and conducting impact analyses.
   - Develop and maintain a "toolbox" of potential mitigation strategies to help proponents and decision makers address impacts, as necessary.
2. Promote public disclosure of water transfer information by performing the following tasks:
   - Make available to the public and decision makers existing data related to water transfers.
   - Oversee updating and continued improvement of the "On Tap" water transfer website.
3. Perform other activities described in the CALFED Water Transfer Program Plan [1] that may be undertaken within available budget and resources.

Roles and Responsibilities

In addition to the specific roles and responsibilities defined in this section, all parties signatory to this MOU agree to provide and make readily available to the Clearinghouse Manager for subsequent release to the public non-confidential water transfer information maintained by their respective agencies. This information shall include records of historical and pending water transfers, applicable rules, regulations, and procedures, environmental impact documents, and other pertinent information and materials needed to promote the full disclosure of water transfer information to the public.

[1] "CALFED Bay-Delta Program Water Transfer Program Plan: Final Programmatic EIS/EIR Technical Appendix, July 2000."

Each party signatory to this MOU agrees to designate appropriate staff to participate on the Clearinghouse Oversight Team. At a minimum, each party will designate one staff member to attend coordination meetings, provide recommendations and advice, and assist in coordinating Clearinghouse activities with staff and programs within their respective agency. Members of the Oversight Team will consist of representatives from the DWR Water Transfers Office, SWRCB Division of Water Rights, Reclamation's Transfer Program, and the CALFED Water Transfer Program Manager. The Clearinghouse Oversight Team will establish priorities for the tasks to be performed by the Clearinghouse Manager.

DWR agrees to create a staff position of Clearinghouse Manager to implement the functions of the Clearinghouse. CALFED and DWR will provide available budget resources, to support this staff position. DWR agrees to provide office space, equipment, and direct supervisory and managerial support for the Clearinghouse Manager as part of the DWR Water Transfers office.

Reclamation agrees to operate and maintain the ON TAP website, including staff and other resources needed to periodically update water transfer information contained on the website, make other improvements or refinements recommended by the Clearinghouse Oversight Team, and take other actions needed to ensure continuous and timely availability of water transfer information to the public.

The State Water Resources Control Board (SWRCB) agrees to provide public notices of all SWRCB water transfer related activities to the Clearinghouse to allow interested parties an opportunity to participate in the proceedings.

Coordination and Advice

The signatory parties will coordinate their actions associated with implementation of this memorandum through the CALFED Federal-State Management Group. The CALFED Water Transfer Program Manager will ensure that all actions will be coordinated with other CALFED program elements, including the CALFED Science Program.

No Constraints or Limits

Nothing in this MOU is intended to or shall have the effect of constraining or limiting any public entity in executing its responsibilities and exercising its discretion under State and federal law. The commitments and obligations of each party under this MOU are subject to the availability of appropriated funds. No liability shall accrue to any party in the event that funds are not appropriated or allotted. Furthermore, all provisions of, and legal protections provided by, the Implementation MOU remain in effect between the parties to this MOU.

Effective Date

This MOU will be effective upon execution by all parties, and may be executed in counterpart. This MOU will terminate on September 30, 2003 unless extended by written agreement of the parties. Any party may withdraw from this MOU by 30 days written notice to the other parties.

Signed and Dated:

United States of America

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Donna E. Tegelman Date
Acting Chief, Division of Resources Management
U.S. Bureau of Reclamation

State of California

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Gerald E. Johns
Chief, Water Transfers Office Date
California Department of Water Resources

_____ _____

Edward C. Anton
Chief, Division of Water Rights Date
State Water Resources Control Board