## MEMORANDUM OF UNDERSTANDING

#### Among

California Rice Commission California Trout Ducks Unlimited, Inc. Northern California Water Association

### To Promote Functioning Ecosystems and Sustainable Water Supplies in California's Sacramento Valley

This Memorandum of Understanding (MOU) is entered into by: the California Rice Commission

(CRC), California Trout (CT), Ducks Unlimited, Inc. (DU) and the Northern California Water Association (NCWA), hereinafter referred to collectively as the "Participating Parties" (Parties).

# I. Purpose

The purpose of this MOU is to develop and expand a framework of cooperation among the Parties to preserve, sustain, and promote working agricultural landscapes in the Sacramento Valley that support ecosystem function and provide landscape-scale habitat benefits for fish, bird, and wildlife populations. Our collective goal is to bring our natural and working landscapes in this region to life through the careful interaction of water, sun, and land.

#### II. The Organizations

The *California Rice Commission (CRC)* exists to support the 2,500 growers and handlers of rice in California. CRC helps the industry in areas of conservation, legislation, public education and regulation. The CRC is fully funded by industry and operates through oversight by the State Department of Food & Agriculture.

*California Trout (CT)* works to ensure resilient wild fish thrive in healthy waters for a better California. CT builds partnerships in key geographies where wild fish influence California communities and work to implement science-based solutions that work for the diverse interests of fish, farms, commerce, and communities. It's our belief that abundant wild fish indicate healthy waters and that healthy waters benefit all Californians.

*Ducks Unlimited, Inc. (DU)* conserves, restores, and manages wetlands and associated habitats for North America's waterfowl. These habitats also benefit other wildlife and people. The vision of DU is wetlands sufficient to fill the skies with waterfowl today, tomorrow and forever. Ducks

Unlimited is a grassroots, volunteer-based organization. Its members are conservationists and outdoor enthusiasts who live primarily throughout the United States, Canada and Mexico.

The Northern California Water Association (NCWA) cultivates a shared vision in the Sacramento Valley for a vibrant way of life by enhancing and preserving its water rights, supplies, and water quality for the rich mosaic of farmlands, cities and rural communities, refuges and managed wetlands, and meandering rivers that support fisheries and wildlife. NCWA is comprised of the water districts, water companies, small towns, rural communities and landowners that beneficially use both surface and groundwater resources in the Sacramento Valley.

#### **III.** Statement of Mutual Interest and Benefit

The Parties have both a passion and a common interest in taking actions to promote functioning ecosystems and sustainable water supplies in California's Sacramento Valley, and to conserve the Sacramento Valley's unique wetland and river resources and working landscapes—specifically ricelands and other floodplain farmlands. The Parties commit to work together to develop and implement new and innovative programs and projects that promote this common interest in the Sacramento Valley.

Specifically, the parties will collaborate on furthering science-based efforts to achieve a landscape capable of sustaining abundant fish and wildlife populations with a combination of wildlife friendly working lands and natural habitats in ways that better mimic historic ecosystem functions and values to which fish, birds, and other wildlife populations are adapted.

The Parties commit their respective expertise to implement this MOU.

#### IV. Roles and Responsibilities of the Parties

The Parties agree that this MOU shall be implemented to the extent practicable in harmony with evolving requirements of organizational missions, subject to the availability of resources, and budgetary limits. The Parties shall:

- 1. Coordinate and cooperate in the development of mutually beneficial programs and projects with an emphasis on working lands and enhancement of biodiversity;
- 2. Coordinate and cooperate in the delivery of mutually beneficial projects;
- 3. Coordinate and cooperate in the development and promotion of State of California and Federal policies that help implement this MOU;
- 4. Educate and engage agricultural producers and other landowners in voluntary incentive programs such as offered by the California Ricelands Waterbird Foundation and the Natural Resources Conservation Service;
- 5. Promote voluntary participation of landowners in projects funded by various local, State, and Federal programs;

- 6. Encourage close working relationships with landowners, land managers, the Parties, other cooperating Non-governmental Organizations, and State and Federal land and resource management entities;
- 7. Coordinate and cooperate in the development and dissemination of information that celebrates this unique region and the successes of the Parties;
- 8. Ensure that the best available science is utilized in the development of projects, policies, and any informational materials or messages developed.

#### V. Mutual Agreements

- 1. The Parties will manage their own activities and utilize their own resources, including expenditure of their own funds, in coordination with the other Parties, in pursuing the objectives of this MOU;
- 2. The Parties will support each other in their respective fundraising efforts to support this MOU and their work in this region;
- 3. Nothing in the MOU may be construed to obligate the Parties to spend funds on any project or purpose;
- 4. This MOU in no way restricts any Party from participating in similar activities with other public or private entities, agencies, organizations, or individuals;
- 5. Any of the Parties, upon 60 days' written notice, may terminate its participation in the MOU in whole, or in part, at any time before the expiration date;
- 6. This MOU takes effect on the day it's fully executed and will expire **ten years** from its effective date;
- 7. By signature below, each Party certifies that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas for matters related to the MOU; and
- 8. This MOU may be amended at any time by mutual written agreement of all of the Parties.

#### **VI. Principal Contacts**

The following individuals will be the principal contacts for their respective organizations. However, any Party may substitute other individuals upon written notice to the other Parties.

- Tim Johnson, President and CEO (CRC)
- Curtis Knight, Executive Director (CalTrout)
- Jeff McCreary, Director of Operations (DU)
- David Guy, President (NCWA)

#### VII. Signatures of Approval

Executed this 8th day of October, 2021, at River Garden Farms in Knights Landing, California:

Tim Johnson, California Rice Commission Curtis Knight, California Trout Karen Waldrop, Ducks Unlimited, Inc.

David Guy, Northern California Water Association

