

AMENDMENT TO  
the  
MEMORANDUM OF UNDERSTANDING  
among the  
CALIFORNIA DEPARTMENT OF WATER  
RESOURCES, CALIFORNIA  
DEPARTMENT OF FISH AND WILDLIFE,  
CALIFORNIA STATE WATER  
RESOURCES CONTROL BOARD,  
U.S. BUREAU OF RECLAMATION,  
U.S. FISH AND WILDLIFE SERVICE,  
U.S. ENVIRONMENTAL PROTECTION  
AGENCY,  
U.S. GEOLOGICAL SURVEY,  
U.S. ARMY CORPS OF ENGINEERS, AND  
U.S. NATIONAL MARINE FISHERIES  
SERVICE  
regarding  
THE INTERAGENCY ECOLOGICAL  
PROGRAM

1. Definitions

“IEP MOU” refers to the 1970 Memorandum of Understanding regarding the Study Program for the Sacramento-San Joaquin Estuary (currently known as the Interagency Ecological Program), as amended in 1985, 1990, 1992, 2000, 2010, 2012, 2014 and most recently in May 2016.

2. Extended Term

The Parties hereby agree to extend the term of the IEP MOU until terminated in accordance with the “Termination” clause as amended herein. The new term will become effective upon execution of this amendment by the Parties of this IEP MOU. The IEP MOU is hereby amended, by replacing the “Duration of Agreement” section, as most

recently amended in the May 2016 amendment to the IEP MOU, with the following:

This MOU will become effective when signed by each of the Parties to this MOU, and shall remain in effect until terminated.

3. Termination

The IEP MOU is hereby amended, by replacing the “Termination” section, as most recently amended in the 2000 amendment to the IEP MOU, with the following:

The MOU or contractual agreements developed as part of the MOU may be terminated in whole, or in part, when any Party determines that continuation would not produce beneficial results commensurate with further expenditure of funds, or as mutually agreed to in writing by the Parties to the MOU. The Parties will endeavor to reach agreement upon the conditions of termination, including the effective date, and in the case of partial terminations, the portion to be terminated. The Parties will not incur new obligations for the terminated portion after the receipt of the termination notice, and will cancel as many outstanding obligations as possible after receipt of the termination notice. Each Party will allow full reimbursement to the other Parties for its share of non-cancellable obligations properly incurred by the other Party prior to receipt of the termination notice. In order to facilitate the above termination provisions related to contractual agreements developed as part of this MOU, the Parties should consider including in such agreements provisions similar to those outlined above.

4. New Terms

The Parties agree to amend the IEP MOU to include the following terms:

Partnerships

The Parties may work collaboratively with other agencies to implement the objectives of this MOU, and for that purpose enter into non-binding partnership agreements with other agencies upon the

mutual consent of all Parties. Such agreements shall specify purposes, terms, and duration of the partnership between the IEP and other agencies.

This agreement in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

### Sharing Resources Including Staff, Equipment and Space

The Parties intend to work collaboratively and anticipate a need to share Party resources to effectively implement IEP Work Plan elements. This may include sharing of staff, equipment, space, and other resources where there is substantial involvement and mutual accrual of benefits by the participants. The Parties involved in a specific arrangement will enter into an appropriate agreement to allow for sharing of the equipment, as well as staff, space or other resources, consistent with the involved agencies' policies. Such agreements may include provisions addressing the liability of the agency borrowing equipment for loss or damage of equipment and any other provisions required by law as it applies to that agency.

To facilitate sharing of resources, the Parties will include other member agency staff in courses or programs necessary to perform duties involved in sharing of equipment, staff, or other resources to implement IEP Work Plan elements, such as Motorboat Operator Certification Courses (MOCC) or safety training. The Parties intend to recognize such courses or programs as sufficient to allow the performance of such duties.

### Data Sharing

The Parties shall designate a contact person and agree to share, on a reciprocal and as-needed basis, information, including preliminary results, consistent with agency policies. The Parties will develop and regularly update procedures and policies collectively and individually as appropriate to preserve and facilitate the timely exchange of information. Consistent with agency policies, the Parties intend to share study designs, original data, and metadata with member agencies within two years after completion of related Work Plan elements or publication, whichever comes first.

Any press releases resulting from this MOU must be coordinated with the Parties' communications offices.

5. Other Terms Remain the Same

Other than the above modifications, all other terms and conditions of the IEP MOU, as previously amended, remain the same.

6. Counterparts

This Amendment to the IEP MOU can be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one, and the same, instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to the IEP MOU.

The undersigned certifies that he/she has received a copy of the amendment to the IEP Memorandum of Understanding and agrees to the terms and conditions therein.

State of California  
Department of Water Resources

DATE: 9/20/2016

BY:   
Mark W. Cowin  
Director

The undersigned certifies that he/she has received a copy of the amendment to the IEP Memorandum of Understanding and agrees to the terms and conditions therein.

State of California  
Department of Fish and Wildlife

DATE: 9/20/16

BY:   
**Charlton H. Bonham**  
Director

The undersigned certifies that he/she has received a copy of the amendment to the IEP Memorandum of Understanding and agrees to the terms and conditions therein.

State of California  
State Water Resources Board

DATE: 9/20/16

BY:   
Thomas Howard  
Executive Director

The undersigned certifies that he/she has received a copy of the amendment to the IEP Memorandum of Understanding and agrees to the terms and conditions therein.

United States  
Bureau of Reclamation

DATE: 4/28/16

BY: David R. Murillo

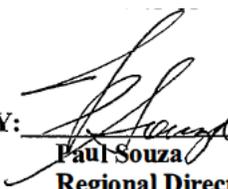
**David Murillo**  
**Regional Director,**  
**Mid-Pacific Region**

**FOR**

The undersigned certifies that he/she has received a copy of the amendment to the IEP Memorandum of Understanding and agrees to the terms and conditions therein.

United States  
Fish and Wildlife Service

DATE: 9-26-16

BY:   
Paul Souza  
Regional Director,  
Pacific Southwest Region

The undersigned certifies that he/she has received a copy of the amendment to the IEP Memorandum of Understanding and agrees to the terms and conditions therein.

United States  
Environmental Protection Agency

**DATE:**

9/29/2014

**BY:**



**Tomás Torres**  
**Water Division Director,**  
**Pacific Southwest Region**

The undersigned certifies that he/she has received a copy of the amendment to the IEP Memorandum of Understanding and agrees to the terms and conditions therein.

United States  
Geological Survey

DATE: 9/15/2016

BY:   
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**Mark Sogge**  
**Regional Director,**  
**Pacific Region**

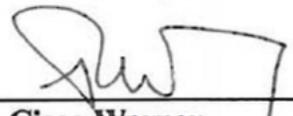
The undersigned certifies that he/she has received a copy of the amendment to the IEP Memorandum of Understanding and agrees to the terms and conditions therein.

United States  
National Marine Fisheries Service

DATE: 6/15/2016

BY:   
**William W. Stelle, Jr.**  
**Regional Administrator,**  
**West Coast Region**

DATE: 6/20/2016

BY:   
**Cisco Werner**  
**Science and Research Director,**  
**Southwest Fisheries Science Center**