

**Memorandum of Understanding for
Integrated Regional Water Management in the
Madera Region**

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to recognize a mutual understanding among entities in the greater Madera County area regarding their joint efforts toward Integrated Regional Water Management (IRWM) governance, development, planning, funding, and implementation. The mutual understanding of the signatories to this MOU (herein collectively referred to as the "Parties") will facilitate future coordination, collaboration, and communication for comprehensive management of water resources in the greater Madera County area.

2. RECITALS

- 2.1 The State of California desires to foster Integrated Regional Water Management (IRWM) planning and encourages local public, non-profit, and private entities to define planning regions appropriate for managing water resources and to integrate strategies within these planning regions.
- 2.2 A comprehensive group of stakeholders, including the Parties, developed an Integrated Regional Water Management Plan for the greater Madera County area (IRWMP), which also considers broader watershed issues.
- 2.3 The Madera County Board of Supervisors accepted the IRWMP on April 14, 2008. Prior to entering into this MOU, the respective decision making body of each Party adopted the IRWMP.
- 2.4 The IRWMP defines a water management planning region that takes into consideration jurisdictional limits, powers and responsibilities, and watershed and groundwater basin boundaries. For purposes of this MOU, "Region" refers to the IRWMP water management planning region as it may be amended from time to time through amendments to the IRWMP.
- 2.5 Water resources management authority in the Region is currently distributed among various public agencies with a range of legal powers and regulatory responsibilities. These public agencies have jurisdictional boundaries defined by political considerations rather than hydrologic conditions. Therefore, sensible water resources planning and management frequently requires coordinated actions by multiple jurisdictions. Private entities within the Region have considerable interests in cooperating with public

- 2.6 By and through this MOU, various public entities and non-profit entities in the Region with responsibility and interests in management of water resources intend to form a regional water management group, pursuant to Water Code section 10539, for the purposes of governing, further developing, implementing, and funding the IRWMP, as well as cooperating with the stakeholders in shared watersheds, either through separate memorandums of understanding, joint powers agreements, and/or eventual inclusion of other adjoining areas into the Region by amendment of the IRWMP (e.g., the portions of the upper Chowchilla and San Joaquin river watersheds that lie outside of the Madera County boundaries).
- 2.7 The Parties desire to link and integrate efforts to jointly oversee the further development, implementation, funding, and governance of the IRWMP.

3. GOALS

The goals of the collaborative effort undertaken by the Parties pursuant to this MOU are:

- 3.1 To develop and implement a governance structure for the IRWMP for the Region that meets the requirements set forth in the Integrated Regional Water Management Planning Act of 2002, codified at Water Code sections 10530 et seq., the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002, codified at Water Code sections 79500 et seq. (Proposition 50), and the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, codified at Public Resources Code section 75001 et seq. (Proposition 84).
- 3.2 To work together to develop updates, changes, amendments, additions and/or other modifications to the IRWMP to ensure that the plan continually utilizes the best science and data available to address the Region's changing conditions, needs and concerns, including but not limited to ecosystem restoration, environmental and habitat protection and improvement, water supply reliability, flood management, groundwater management, recreation and public access, storm water capture and management, water conservation, water quality protection and improvement, water recycling, wetlands enhancement and creation, imported water, land use planning, nonpoint source pollution control, surface storage, watershed planning, water and wastewater treatment, water transfers and water banking.
- 3.3 To improve and maximize cooperation among stakeholders and coordination of public, private, and non-profit agency plans, programs and projects for mutual benefit and optimal gain within the Region.
- 3.4 To help identify, develop, prioritize, and implement collaborative plans, programs, and projects that may be beyond the scope or capability of

individual stakeholders, but which would be of mutual benefit if implemented in a cooperative manner.

- 3.5 To facilitate regional water management efforts that provide multiple benefits and include one or more of the following elements: water supply (including without limitation, banking, efficiency, conservation, and reliability), water quality, flood control, and environmental protection and enhancement objectives.
- 3.6 To foster coordination, collaboration, and communication between stakeholders, adjacent IRWM regions and other interested parties, to achieve greater efficiencies, enhance public services, and build public support for vital projects.
- 3.7 To realize regional water management objectives at the least cost possible through mutual cooperation, elimination of redundancy and to enhance regional competitiveness for State and Federal grant funding.
- 3.8 To identify disadvantaged communities in the Region and take the water-related needs of those communities into consideration.

4. DEFINITIONS

- 4.1 Integrated Regional Water Management Plan (IRWMP). Consistent with Water Code section 10534, IRWMP hereinafter refers to the comprehensive plan for the Region as described in the recitals above, including any amendments, revisions, or updates thereto.
- 4.2 Non-Profit Organization. Consistent with Water Code section 79505(g) and Public Resources Code section 75005(k), “Nonprofit Organization” as used herein means any nonprofit corporation qualified to do business in California, including a nonprofit corporation formed pursuant to the Nonprofit Public Benefit Corporation law (Corporations Code section 5000 et seq.) and qualified under Section 501(c)(3) of the United States Internal Revenue Code.
- 4.3 Project. An action or construction project that addresses a need identified within the IRWMP and Water Code section 10537.
- 4.4 Local Agency. Consistent with Water Code section 10535, “Local Agency” herein refers to any city, county, city and county, special district, joint powers authority, or other political subdivision of the state, a public utility as defined in Section 216 of the Public Utilities Code, or a mutual water company as defined in Section 2725 of the Public Utilities Code.

- 4.5 Regional Water Management Group (RWMG). Consistent with Water Code section 10539, RWMG generally refers to a group of three or more Local Agencies in the Region, at least two of which have statutory authority over water supply or water management, as well as those other entities in the Region that may be necessary for the further development and implementation of the IRWMP. As specifically used in this MOU, RWMG shall refer to the Parties to this MOU.
- 4.6 Stakeholder. An interested party, including without limitation a Non-Profit Organization, Local Agency, or private property owner that directly participates in or relies upon water management within the Region or that represents the interests of those (including flora and fauna) who do.

5. MUTUAL UNDERSTANDING

- 5.1 Additional Parties and RWMG Members. Each Party to this MOU must adopt the IRWMP prior to executing this MOU. For a Local Agency, adoption of the IRWMP is by formal resolution of the governing body or its equivalent (e.g., by a board of directors or other management entity). For any other entities, adoption by way of acknowledgement of acceptance of the IRWMP by the individual(s) authorized to bind the entity is required. Additional Local Agencies, Non-Profit Organizations, or other entities in the Region that desire to participate in the adoption, further development, funding, and implementation of the IRWMP may seek to join the RWMG at any time. To join the RWMG, an entity must submit a request to the RWMG. The RWMG shall determine whether the requesting party is a party qualified under Water Code section 10539 and this MOU to participate as a member of the RWMG. If so, the requesting party may join the RWMG by adopting the IRWMP and executing this MOU.
- 5.2 RWMG Governance. The RWMG will determine their governance structure and operating procedures.
- 5.3 Lead Agency. The RWMG shall mutually agree upon a designated signatory Local Agency to facilitate IRWMP implementation and coordinate RWMG activities in furtherance of this MOU (Lead Agency). The Lead Agency will serve at the pleasure of the RWMG. Unless otherwise designated as the Grant Administrator responsible for funding or the Project proponent for an individual Project pursuant to this MOU, the Lead Agency shall not be responsible for any Project, including without limitation completion, funding, or environmental review thereof.
- 5.4 Technical Advisory Committee. The RWMG will organize a committee to advise the RWMG and other Stakeholders concerning implementation, funding, and further development of the IRWMP. The RWMG shall appoint individuals to the Technical Advisory Committee who have

technical backgrounds in the fields of water, biology, ecology, geology, engineering, hydrogeology, planning, resource conservation, riparian systems, water conservation, and/or water quality. Appointees to the Technical Advisory Committee shall serve at the pleasure of the RWMG.

- 5.5 Approach to Implementing the IRWMP. Any Stakeholder may propose an implementation project (Project Proposal) to the RWMG at any time. Each Project Proposal shall include a funding component, including application and administration costs, in addition to direct Project costs. Each Project Proposal must meet the standards identified in the IRWMP or they will not qualify for additional consideration by the RWMG. The RWMG will review the Project Proposals for consistency with the IRWMP. The RWMG will hold two public hearings each year to allow Stakeholder comments on any Project Proposals. Notice of each hearing shall be made at least 30 days in advance to allow all Stakeholders ample time to prepare alternatives, or to compile data for presentation at the hearing. Public hearings shall be held at least twice per year, once in April and once in October, and other times as needed.
- 5.6 Prioritization of Projects. At least twice a year, the RWMG will generate and approve a list that prioritizes the Projects to be carried out within the Region. The final prioritized Project list will be approved by majority vote of the RWMG after receiving input from Stakeholders at a public hearing held consistent with section 5.5 above.
- 5.7 Amendment of IRWMP. The IRWMP may be amended from time to time by majority vote of the Parties at a meeting of the RWMG, open to all Stakeholders. Any member of the RWMG may request that the Lead Agency convene a meeting of the RWMG, open to all Stakeholders, to consider amendments to the IRWMP. Except in unusual circumstances, the IRWMP will be amended no more frequently than bi-annually in April and October. Any amendments to the IRWMP must be consistent with Water Code sections 10530 et seq. and any IRWM guidelines of the State Water Resources Control Board and California Department of Water Resources. The RWMG shall consider all public input and input from Stakeholders and shall adopt or reject proposed amendments by majority vote of the RWMG, after compliance with the publication and notice requirements set forth in Water Code section 10543.
- 5.8 Project Implementation. The individual Project proponent(s) will be responsible for completing their respective proposed Projects, complying with all applicable laws related thereto, conducting any necessary environmental review thereon, hiring any appropriate consultants to assist in administering their respective Projects, identifying funding for said Projects, and providing Project reports to the Lead Agency. The Parties will

reasonably cooperate with the individual Project proponent(s) to support Projects approved by the RWMG.

- 5.9 Monitoring. The RWMG will be responsible for monitoring the implementation of the IRWMP. The Technical Advisory Committee will regularly report to the RWMG regarding progress on the development and implementation of the IRWMP. The Lead Agency will be responsible for coordinating data collection among the Parties and dissemination to the RWMG. Unless specifically tasked therewith, the Lead Agency is not responsible for data production or collection.
- 5.10 Grant Applications. The RWMG will designate the appropriate Local Agency or Non-Profit Organization within the RWMG, or other appropriate third-party grant administrator, (hereafter referred to as a “Grant Administrator”) to apply for grant funds and other potentially available funding. The Grant Administrator for each grant application should have a mission and expertise consistent with the purpose of the subject grant(s). The grant applications shall adhere to the Project prioritization identified by the RWMG. Funding for any grant application shall be provided for by the Local Agency(ies) that will benefit from the grant, as determined by the RWMG.
- 5.11 Grant Awards and Agreement. Unless otherwise designated by the RWMG, the Grant Administrator designated to apply for the identified grant funds pursuant to section 5.10 above will be the grantee and administer the grant on behalf of the RWMG and Stakeholders. The individual Project proponent will be responsible for compiling any and all documentation for the respective Project that may be required by the grantor or requested by the Grant Administrator. The individual Project proponent shall timely provide any such documentation to the Grant Administrator.
- 5.12 Withdrawal. A Party to this MOU may withdraw from participation upon 30 days advance notice to the other Parties. A withdrawing party will remain obligated for its proportionate share of any financial obligation incurred in furtherance of this MOU and/or implementation of the IRWMP prior to the effective date of withdrawal.
- 5.13 Personnel and Financial Resources. The general managers and/or other authorized officials of each Party will periodically meet to ensure that adequate resources are available to the RWMG to implement the MOU. In the event sufficient funding is not available to implement the MOU, the Parties agree to exercise in good faith all reasonable efforts to identify and provide for adequate funding to implement the MOU.
- 5.14 Other On-Going Regional Efforts. The IRWMP is separate from efforts of other organizations to develop water-related plans on a regional basis

around Madera County. As the IRWMP is implemented, work products may be shared to provide other entities and groups with current information. The Parties agree to cooperate with the stakeholders in shared watersheds, either through separate memorandums of understanding, joint powers agreements, and/or eventual inclusion of other adjoining areas into the Region by amendment of the IRWMP (e.g., the upper Chowchilla and San Joaquin river watersheds outside of the Madera County boundaries).

- 5.15 Amendment of Memorandum of Understanding. This MOU may be amended only by a subsequent written agreement approved and executed by all of the Parties. If one or more of the Parties propose amendments to the MOU, the Lead Agency will convene a meeting to vote on the proposed amendments. If a majority of the RWMG votes in favor of the proposed amendments, the MOU as proposed for amendment shall be approved by the decision-making bodies of the Parties within 30 days of the affirmative vote. Any Parties not wishing to continue in the MOU due to the amendments or modifications will have no obligation to sign the amended MOU. The amendments will take effect 30 days after the affirmative vote of a majority of the RWMG so long as, by that time, at least three Local Agencies, at least two of which have authority over water supply or management, have signed the amended MOU.
- 5.16 Counterparts. This MOU may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument.
- 5.17 Good Faith. Each Party shall use its best efforts to, in good faith, work towards completion of the objectives of this MOU and the satisfactory performance of its terms. The Parties will reasonably cooperate with each other to carry out the purpose and intent of this MOU.
- 5.18 Dispute Resolution. The Parties shall make reasonable efforts to resolve any disputes that may arise from this MOU in a prompt and timely manner. The Parties must apply the dispute resolution process set forth in this section to all disputes arising under this MOU. In the event of a dispute, the Party claiming a dispute shall give notice of the dispute to the Lead Agency. Such notice shall include a brief description of the matter in dispute and the relief sought. Upon receipt of the dispute notice, the Lead Agency shall immediately notify all Parties of the dispute and timely convene at least two RWMG meetings to resolve the dispute. If the dispute is not resolved in these meetings, the Parties shall consider terminating or amending this MOU. Prior to entering into any legal action arising out of this MOU, the Parties hereby commit to first pursue mediation. In such event, the Parties shall select a neutral mediator by majority vote. If the Parties cannot come to majority agreement, the Lead Agency will select a neutral mediator. Costs of the mediator shall be borne by the Parties in equal shares, with the Parties

bearing their own costs of participation. The dispute resolution process called for in this section is binding on Parties to this MOU only to the extent of their mutual understanding herein and in no way affects the method by which Parties can lawfully resolve disputes concerning their legal or regulatory obligations arising under any other law, agreement, or contract.

5.19 Mutual Indemnification. This MOU shall not be construed to shift liability from any given Party to another for any actions taken in furtherance of this MOU. Each Party will remain wholly responsible for any actions it takes pursuant to this MOU. Each Party agrees, to the fullest extent permitted by law, to indemnify, defend, and hold all other Parties and any directors, officers, agents, employees, and insurers thereof from and against any and all claims, judgments, damages, penalties, costs, liabilities, and losses arising out of or related in any way to each Party's respective activities in furtherance of this MOU.

5.20 Effective Date; Term. This MOU shall take effect upon signature of three or more Local Agencies, at least two of which have statutory authority over water supply or water management, and shall thereafter continue so long as the criteria set forth in this section are met until terminated by mutual written agreement of the Parties.

6. SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

We, the duly authorized undersigned representatives of our respective entities, acknowledge the above as our understanding of the intent to oversee the governance, funding, further development, and implementation of the Integrated Regional Water Management Plan for the Region.

REGIONAL WATER MANAGEMENT GROUP

Entity

By

Printed Name

Its: _____

Date: _____

**Madera Region Integrated Regional Water Management Plan
Regional Water Management Group
Signatories**

Organization/Agency	Representative	Resolution Received
Central Sierra Watershed Committee	Jeannie Habben	Yes
Chowchilla Red Top Resource Conservation District	Norman Kuhr	Yes
Chowchilla Water District	Dan Maddala	Yes
City of Chowchilla	Jay Varney	Yes
Coarsegold Resource Conservation District	Larry Ballew	Yes
Gravelly Ford	Don Roberts	Yes
Madera County	Max Rodriguez	Yes
Madera Irrigation District	Dick Tzou	Yes
Madera Valley Water Company	Doyle Chandler	Yes
North Fork - Mona Rancheria	Christi Hansard	Yes
Root Creek Water District	Philip Pierre	Yes
Yosemite/Sequoia Resource Conservation & Development Council	Tom Wheeler	Yes
Yosemite Spring Park Utility Company	Kenneth Harrington	Yes
Yosemite Spring Park Utility Company	Michael Neveu	Yes

As of: September 2010

<i>Regional Water Management Group</i>				
<i>Madera Region Integrated Regional Water Management Plan</i>				2010 Madera IRWMP
Last Name	First Name	Business/Company	Phone	Email
BALLEW	LARRY	Coarsegold RCD	559-683-8733	ballew@sti.net
BLACK	CINDY	City of Chowchilla	559-665-8615 x705	cblack@ci.chowchilla.ca.us
BOYD	TANNA	Madera County BOS	559-675-7700	tboyd@madera-county.com
BROWN	ELISSA	Consultant / Grant Writer	559-877-2432	elissa@elissabrown.com
BUFORD	PAM	Regional Water Quality Control Bd	559-445-5576	pbuford@waterboards.ca.gov
BURSEY	GARY	Madera Irrigation District	559-352-0925	sb@bsi.aol
CABALLERO	MARTHA	N F Rancheria of Mono Indians	559-877-2461	mcaballero@northforkrancheria-nsn.gov
CLARK	AL	YLOA/YS PUC	559-692-2156	allanclark@sti.net
CRUCE	DIANNE	YLOA/YS PUC	559-683-2558	dianne01@sti.net
DOOLEY	MICHELLE	CA Dept. of Water Resources	559-230-3373	mmdooley@water.ca.gov
FRY	JACK	Chowchilla Red Top RCD	559-665-2987	FAX - 559-665-3471
GILL	CATHERINE	Central Valley RWMCB	916-464-4714	cgill@waterboards.ca.gov
GOODWIN	DR.LORAINÉ	Madera Concerned Citizen		vragg@hotmail.com
HABBen	JEANNIE	Central Sierra Watershed Committee	559-642-3263	info@cfwatershed.org
HANSARD	CHRISTI	N F Rancheria of Mono Indians	559-877-2461	chansard@northforkrancheria-nsn.gov
HARRINGTON	KENNETH	Yosemite Springs Park Utility Co., Inc.	559-658-7451	yspuc@sti.net
HAZE	STEVE	Sierra Resource Conservation District	559-970-6320	stevehaze007@gmail.com
JANSEN	CARL	Madera Irrigation District	559-479-1070	
JOHNSON	LANCE	Madera Irrigation District	559-673-3514	ljohnson@madera-id.org
KAMANSKY	BOBBY	Southern Sierra IRWMP		bobinator1@hotmail.com
KUHR	NORMAN	Chowchilla/Redtop RCD	559-665-3820	
LASHBROOK	CINDY	Merced IRWMP	209-761-0081	riverdancefarms@gmail.com
LINDSEY	ROBERT	Merced IRWMP	209-722-5761 x2857	rlindsey@mercedid.org
LUTTERMAN	TOM	CA Dept. of Water Resources	916-651-9263	tjl@water.ca.gov
MADDALONA	DAN	Chowchilla Water District	559-288-6123	
MANDALA	MICHAEL	Chowchilla Water District	559-665-3104	michael.mandala@gmail.com
MCLAUGHIN	TERRY	Upper Merced Watershed	209-966-2221	watershed@sierratel.com
MERCHEN	DAVID	City of Madera	559-661-5430	dmerchen@cityofmadera.com
MIRANDA	MARIA	District 5, M. C. Board of Supervisors	559-662-6050	maria.miranda@madera-county.com
MOTOLA	MARY	Picayune Rancheria	559-683-6633	mmotola@chukchansi.net
NEVEU	MICHAEL	YLOA/YS PUC	559-658-7466	michaeln@yloa.org
OSTROM	BRENDA	Mariposa IRWMP	209-966-8432	bostrom@sti.net
PHILLIPS	DAVID	California Rural Water Association	209-777-6554	dphillips@calruralwater.org
PIERRE	PHIL	Root Creek Water District	559-269-4776	jpierre@thegrid.net
ROBERTS	DON	Gravelly Ford Water District	559-474-1000	donroberts717@gmail.com
RODGERS	GREG	Madera Valley Water Company	559-674-2407	gregrodgers@onemain.com
SAVAGE	SUSAN	Sugar Pine Water Company	559-696-7333	susan.savage@comcast.net
SHELTON	JOHN	CA Dept. of Fish & Game	559-243-4014 x233	ishelton@dfg.ca.gov

Bylaws and Rules of Order
Of the
Madera Region
Regional Water Management Group
(RWMG)

1. Authority

These bylaws and rules are authorized by majority vote of the Regional Water Management Group (RWMG) and shall apply to all meetings and proceedings of the Regional Water Management Group (RWMG).

Consistent with Water Code section 10539, RWMG generally refers to a group of three or more Local Agencies in the Region, at least two of which have statutory authority over water supply or water management, as well as those other entities in the Region that may be necessary for the further development and implementation of the IRWMP. As specifically used in these bylaws, RWMG shall refer to the Parties to the MOU.

2. Membership

Each Party of the RWMG must adopt the Madera Region IRWMP prior to executing the MOU. For a Local Agency, adoption of the IRWMP is by formal resolution of the governing body or its equivalent (e.g., by a board of directors or other management entity). For any other entities, adoption by way of acknowledgement of acceptance of the IRWMP by the individual(s) authorized to bind the entity is required. Additional Local Agencies, Non-Profit Organizations, or other entities in the Region that desire to participate in the adoption, further development, funding, and implementation of the IRWMP may seek to join the RWMG at any time. To join the RWMG, an entity must submit a request to the RWMG and become signatory on the MOU. The RWMG shall determine whether the requesting party is a party qualified under Water Code section 10539 and this MOU to participate as a member of the RWMG. If so, the requesting party may join the RWMG by adopting the IRWMP and executing the MOU.

Each agency/signatory group can have as many representatives attend as they wish but at the time of vote – there will be one vote per signing party. Each agency/signatory group will designate who the voting party will be to represent their agency/signatory group; they will also designate an alternate to this individual. Each agency/signatory group must have representation at each meeting; if three consecutive meetings in a row are missed, a notice will go to the agency/signatory group in regards to the absence with the option of ending their relationship with the RWMG. If there is not a representative from the notified agency/signatory group in attendance at the meeting following their notification, then they will no longer be a voting member for one year.

3. Officers, Lead Agency, Technical Advisory Committee, Fiscal Agent/Sponsor and Staff

Each officer will be elected at the first meeting; with one year terms for officers and no term limits. The RWMG shall have the following officers:

A. Chairperson

The RWMG shall have a chairperson. The RWMG shall have a chair, which shall be elected/voted by the RWMG, at the same time, and for the same term as the chair pro tem. This position does not have to be a member of the Lead Agency.

Duties

The chairperson is the presiding officer of the RWMG and as such, shall have the following duties:

1. Convene the meeting and call the RWMG to order at the time at which the RWMG is to meet, when a quorum is present, or when there is no prospect of there being a quorum.
2. Announce the business before the RWMG in the order in which it is to be acted upon.
3. Conduct public hearings as provided.
4. State and put to vote all motions which are regularly made, or necessarily arise in the course of the meeting, and announce the result of the vote.
5. Expedite business in every way compatible with the lawful conducting of business.
6. Enforce on all occasions the observance of order and decorum among members and the public.
7. Decide all questions of order and procedure, subject, however, to an appeal to the RWMG as a whole. In the event of an appeal, the decision of the majority of the members present at the meeting shall decide questions of order and procedure.
8. Inform the members when necessary or when referred to for the purpose, on a point of order or practice pertinent to pending business.
9. Gather the information/topics from the group and create the agenda for each meeting.
10. If Secretary/Note taker misses a meeting the chair will appoint a temporary Secretary/Note taker for that meeting.

B. Chair Pro Tem

The RWMG shall have a chair pro tem, which shall be elected/voted in the same manner, at the same time, and for the same term as the chair. The chair pro tem shall have and perform all powers and duties of the chair in the absence of the chair.

C. Lead Agency

The RWMG shall mutually agree upon a designated signatory Local Agency to facilitate IRWMP implementation and coordinate RWMG activities in furtherance of the MOU. The Lead Agency will serve at the pleasure of the RWMG. Unless otherwise designated as the Grant Administrator responsible for funding or the Project proponent for an individual Project pursuant to the MOU, the Lead Agency shall not be responsible for any Project, including without limitation completion, funding, or environmental review thereof.

Note: A Local Agency is defined as any city, county, city and county, special district, joint power authority, political sub-division of the state, a public utility as defined in section 216 of the PUC or a mutual water company.

The Section 216 states that a public utility company is any corporation providing: water, heat, pipeline, gas, electrical, telephone, telegraph, sewer system, and the commodity is delivered to the public.

D. Secretary/Note taker

A designee from the Lead Agency shall serve as the Secretary to the RWMG. The Secretary, provides notice of all meetings as required by law; prepares, keep and maintain the files, minutes, findings, resolutions, orders, and all other documents and papers relative to those items of business which are or have been before the RWMG; and attend each meeting and record each item of business.

E. Technical Advisory Committee

The RWMG will organize a committee to advise the RWMG and other Stakeholders concerning implementation, funding, and further development of the IRWMP. The RWMG shall appoint individuals to the Technical Advisory Committee who have technical backgrounds in the fields of water, biology, ecology, geology, engineering, hydrogeology, planning, resource conservation, riparian systems, water conservation, and/or water quality. Appointees to the Technical Advisory Committee shall serve at the pleasure of the RWMG.

F. Fiscal Agent or Fiscal Sponsor

The Fiscal Agent/Sponsor will be Project Manager and Grant Administrator for the Planning grant for the Region as well as Grant Administrator for the Implementation Grants that will be ran through the RWMG. They will complete the Reporting, Invoicing, and Contracting with DWR and other funders for the planning stage and contract with consultants or employee to manage the IRWMP Project and provide administrative support or project assistance. They will have liability for grants with DWR and other funders and will be the representation of IRWMP in state and regional forums.

4. Meetings

Any suggestions to the agenda and any back-up/supporting documents are submitted to the Chairperson within two-weeks of the scheduled meeting date. Any items for a vote will designated as an action items on the agenda.

A. Regular Meetings

Unless otherwise designated in the agenda, all regular meetings of the RWMG shall be held alternately at: MID, Chowchilla Library, Yosemite Lakes Meeting Room. Second Monday of each month at 1:30 – alternate.

B. Special Meetings

Special meetings of the members shall be held at a time, place and frequency to be specified by a vote of the members. Special meetings shall conform with the noticing and conduct requirements of regular meetings, excepting that the timing of advance notice of special meetings shall be increased from three days to seven days.

C. Brown Act

All regular and special meetings shall conform to the requirements of the Ralph M Brown Act (Government Code section 54950 et seq.) including the preparation and posting of agendas, providing notice, inspection of records, conducting of closed sessions, and the like.

5. Meeting Procedure

A. Quorum

A majority of the MOU Signatories (voting members) shall constitute a quorum. Except as may otherwise specifically be required by law or these Bylaws, every act or decision done or made by majority of the members present at a meeting duly held at which a quorum is present shall be regarded as the act and decision of the members.

B. Calling Meeting to Order

1. When a quorum is present or when there is no prospect of there being a quorum, the chair shall convene the meeting and call the RWMG to order.
2. In the absence of the chair and chair pro tem; the secretary shall convene the meeting and call the RWMG to order, whereupon a temporary chair shall be elected by the members who are present. The temporary chair shall relinquish the chair upon arrival of the chair of chair pro tem and after the conclusion of the item of business then being considered.

C. Order of Business

1. Quorum not Present

If no quorum exists, only the following business may be transacted: taking measures to obtain a quorum, fixing the time to which to adjourn, the action to adjourn, to take a recess or to receive information.

2. When a quorum is present, business shall be conducted in the following order:
 - a. Reading or waiver of reading, and approval of the minutes of the previous meeting;
 - b. A period, not to exceed 15 minutes, to allow public comment on matters within the jurisdiction of the members that are not on the current meeting's agenda, with each speaker to give his or her name and address for the record and not to speak in excess of three minutes;
 - c. Public hearings on agenda items, which shall be conducted in the following order:
 - i. The chair shall call the item
 - ii. The presenter shall present his or her report and recommendation, if any.

- iii. Members of the RWMG may ask the presenter questions about the item
- iv. Persons supporting the item may speak and/or introduce evidence
- v. Persons opposing the item may speak and/or introduce evidence.
- vi. Rebuttal by persons supporting the item.
- vii. Submission to members for a decision.

d. Setting the next meeting date.

e. Adjournment

6. Voting

A. Calling for Motion

Upon the conclusion of the discussion among the members on an item of business requiring a vote, the chair shall call for a motion. A motion must be seconded before the chair may put it to a vote of the RWMG members. If, after a reasonable time, a motion is not seconded, the motion shall die for lack of a second and the chair shall call for a new motion.

B. Putting Motion to a Vote

When a motion has been made and seconded, the chairman shall then state the motion and call for a vote. The chairman shall first ask for all members voting in favor of the motion to give their vote orally, and shall then ask those members opposed to the motion to give their vote orally. Upon request of any member, the chairman shall call for a roll-call vote, with the chairman to vote last. On a tie vote the motion is lost, and the chair, if a member of the assembly, may vote to make it a tie unless the vote is by ballot. The chair cannot, however, vote twice, first to make a tie and then give the casting vote

C. Minimum Votes Needed to Pass Motion

The RWMG shall not approve any item of business except upon the majority vote of those in attendance. The vote and disposition of an item is as follows:

D. Abstention

The only way to not have a vote counted the member must leave the room. A vote to abstain will count as a majority vote.

E. Announcement of Vote

When all voting is complete, the chair shall announce whether the motion is approved or denied, or whether a new motion is needed.

F. Change of Vote

A member can change his or her vote up to the time the chair announces the result of the vote. After the chair announces the vote, no changes shall be allowed.

G. Effect of Denial

No item of business that has been denied shall be reconsidered until after the next regular meeting has been held.

H. Error of Mistake

An item of business that has been denied may be reconsidered at the next regular or special meeting if, following a motion and second.

7. Conflicts of Interest

Should any member have a financial interest, as defined by Government Code section 87103 and its regulations, in the outcome of any item being considered by the RWMG, that a member shall declare his or her interest and refrain from participation as a member in any debate or discussion and any vote on the item. The recused member shall not be counted toward the existence of a quorum.

8. Miscellaneous

A. Public Records

The Lead Agency shall be the repository for all records of the RWMG, for purposes of responding to requests for inspection and copying of public records.

B. Subcommittees

The RWMG may form subcommittees for the purposes of carrying out its duties, or for addressing issues affecting particular areas of the Madera Region or for certain issues within the general jurisdiction of the RWMG.

C. Amendments

These rules and procedures may be amended as needed, in a manner provided by law.

D. Failure to Follow Rules and Procedures

Failure of the RWMG to follow these bylaws shall not invalidate or otherwise affect any action or decision of the RWMG.

E. Roberts Rules of Order

Where these bylaws do not cover an issue; Roberts Rules of Order shall apply.

Regional Water Management Group
Madera Region Integrated Regional Water Management Plan

Mission Statement

The mission of the Regional Water Management Group (RWVG) will facilitate future coordination, collaboration, and communication for comprehensive management of water resources in the Madera Region. Through the mutual understanding among entities in the Madera Region regarding their joint efforts toward Integrated Regional Water Management we will ensure governance, development, planning, funding, and implementation to make certain that optimal and affordable water supplies & facilities are available now and in the future to sustain this region and its responsible growth.

As a member of the Regional Water Management Group, I agree to comply with the above Mission Statement._____

Initials

Please note that All RWVG meetings are open to the public.

Date _____

Representative for Authorized Signatory Member _____
Signature

Printed Name, Signatory Representative (above) _____

Name of Authorized Signatory Organization _____

Regional Water Management Group
Madera Region Integrated Regional Water Management Plan

MEMBER CODE OF ETHICS

As a member of the Regional Water Management Group I hereby agree to:

- ✓ Listen carefully to my Group members
- ✓ Respect the opinion of my fellow Group members
- ✓ Respect and support the majority decisions of the Group
- ✓ Recognize that all authority is vested in the Group when it meets in legal session
- ✓ Keep well informed of developments relevant to issues before the Group and come to meetings well prepared
- ✓ Participate actively in Group meetings and actions
- ✓ Bring to the attention of the Group any issues that I believe will have an adverse effect on the Group or those we serve
- ✓ Attempt to interpret the needs of those we serve to the Group, and interpret the actions of the Group to those we serve
- ✓ Recognize that decisions made by the group effect the entire region.
- ✓ Consider myself a "trustee" of the Group
- ✓ Always work to learn how to do my job better
- ✓ Declare conflicts of interest between personal and Group issues
- ✓ Strive to find common ground
- ✓ Stay focused on issues
- ✓ Stick to the topic during meetings
- ✓ Refrain from using the Group for personal advantage
- ✓ Keep private my intent on voting on any issue before a meeting
- ✓ Refrain from interference with the facilitator/coordinator or undermine his/her authority

As a member of the Regional Water Management Group, I agree to comply with the above Mission Statement._____

Initials

Please note that All RWMG meetings are open to the public.

Date_____

Representative for Authorized Signatory Member_____

Signature

Printed Name, Signatory Representative (above) _____

Name of Authorized Signatory Organization_____

May 10, 2010

State of California
Department of Water Resources
Division of Planning and Local Assistance
Attn. Ralph Svetich
Post Office Box 942836
Sacramento, CA 94236-0001

Dear Mr. Svetich:

**Integrated Regional Water Management -
Letter of Agreement on Regions Common Shared Areas**

The Madera and Southern Sierra Regional Water Management Groups (RWMG), through a process of open discussion, collaboration and mutual agreement, have established a common shared area. This Letter of Agreement establishes that the Madera and Southern Sierra RWMGs accept this area for purposes of defining their respective Integrated Regional Water Management Plan (IRWMP) regions, as set forth in the Department of Water Resources' (DWR) 2009 *Final IRWM Region Acceptance Process Guidelines* (RAP Guidelines).

The shared area between the Southern Sierra RWMG and the Madera RWMG will be the subwatershed area upstream of Mammoth Pool Reservoir and north of the southern Madera County Line as shown on Attachment 1. The parties will work to maintain communication and collaboration on a variety of watershed-based issues. In accordance with the RAP Guidelines, this area takes into account the water management issues of the two regions, including water quality and supply, environmental stewardship, flood management and drought preparedness, as well as stakeholder concerns and water infrastructure.

The Madera and Southern Sierra RWMGs have both identified water management issues and objectives that are applicable to the entire San Joaquin River watershed. Subsequently, the Madera and Southern Sierra RWMGs agree to collaborate on water management issues related to the entire San Joaquin River watershed, including, but not limited to the following mutually identified items:

1. Protection of water quality, including headwater protection;
2. Control and/or removal of invasive species;
3. Riparian habitat restoration; and
4. Post-fire restoration
5. The relationship between land use and water quality and quantity

Note: A formal process for collaboration will be defined and agreed to in a second letter agreement to be established once both RWMGs have adopted their respective long-term governance structures. Until such time, the Madera and Southern Sierra RWMGs agree to continue to actively collaborate in accordance with the existing governance procedures of both RWMGs.

On behalf of the Madera Regional Water Management Group:

Mr. Michael Neveu, YSPUC

Mr. Neveu

Lead Agency: YSPUC

Contact: MICHAEL NEVEU

Phone number: (559) 658-7466

On behalf of the Southern Sierra Regional Water Management Group:

Bobby Kamansky

Lead Agency: Sequoia Riverlands Trust

Contact: Bobby Kamansky, Project Manager

Phone number: (559) 287-3311

cc: Tracie Billington, Department of Water Resources
Jim Lin, Department of Water Resources