

APPENDIX 16-1

MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding
Yuba County IRWM Regional Entity**

RECITALS

WHEREAS, the Integrated Regional Water Management Planning Act (Water Code Sections 10530 to 10547) authorizes three or more local agencies, at least two of which have statutory authority over water supply or water management, to enter into a Memorandum of Understanding (“MOU”) or other legal agreement to establish a Regional Water Management Group (“RWMG”); and

WHEREAS, the parties to this MOU seek to provide stability and consistency in the planning, management, and coordination of water resources within the watershed of the Yuba Region pursuant to the Integrated Regional Water Management Planning Act (California Water Code section 10530 et seq.); and

WHEREAS, the parties to this MOU desire to develop and adopt an Integrated Regional Water Management (“IRWM”) Plan and to increase coordination and collaboration among stakeholders in the Yuba Region (“Region”) which will be closely coordinated with other planning and land and water resource management interests and agencies; and

WHEREAS, this MOU reflects the further development of the IRWM Plan by establishing the basis for governance and consensus; and

WHEREAS, the parties to this MOU will identify projects, establish the priority of such projects, and seek funding to implement such water-related projects in the Region as part of the development of an Yuba Regional Water Management Plan; and

WHEREAS, the parties to this MOU are not limited in seeking other funding for water-related projects, nor does this MOU impose legally binding requirements on the parties; and

WHEREAS, the parties to this MOU seek to ensure that IRWM funding and any other future funding is expended in the best way possible to enhance the many beneficial uses of water and other resources in the Region for the benefit of the Region itself and for downstream water users.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the parties to this MOU agree as set forth below to work together in the RWMG for the Yuba Region to carry out the purposes of this Memorandum of Understanding.

Article 1 – Definitions

Section 1.01 Definitions. Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

“Consensus” means approval of the Members to move forward with a particular action. “Consensus” does not necessarily mean that all Members affirmatively support an action but rather that no Member has opposed the action. A Member may verbally note disagreement with an action but still allow consensus on an action without the Member’s support if the action does not affect the Member or compromise the Member’s interests.

“IRWM Planning Act” or “Planning Act” means the Integrated Regional Water Management Planning Act, Part 2.2 of Division 6 of the California Water Code commencing with section 10530.

“IRWM Plan” or “Plan” has the meaning set forth in Water Code section 10534, which is a comprehensive plan for a defined geographic area, the specific development, content, and adoption of which shall satisfy requirements of the Planning Act.

“Regional Water Management Group” has the meaning set forth in California Water Code section 10539, which is a group of three or more local agencies, at least two of which have statutory authority over water supply or water management, as well as those other persons who may be necessary for the development and implementation of a Plan.

“Member of the Yuba Regional Water Management Group” or “Member” means an entity identified in California Water Code §10541 (g) that is based in the Region, has members or chapters in the Region, or has water management authority in the Region, and is a signatory to this Memorandum of Understanding. “Member of the Regional Water Management Group” or “Member” means a local agency, Tribe, or non-governmental organization that has become a party to this MOU.

“Cooperating Entity” means a business, organization, individual, or agency that is not a Member of the Yuba Regional Water Management Group but is selected to carry out a specific project.

“Disadvantaged Community” or “DAC” means any community within the Region qualifying as a Disadvantaged Community under California law using then-current United States Census data.

“MOU” means this Memorandum of Understanding, as existing or as subsequently amended.

Article 2 – Purpose and Organization

Section 2.01 Purpose. This MOU is entered into in accordance with the Planning Act for the purpose of forming the Group that will: (1) develop, implement, and periodically update the Plan; and (2) coordinate planning and actions with connected Regions. The Group shall work to:

- (a) Support regional objectives and the objectives of the California Water Plan.
- (b) Promote communication and cooperation within the Region in support of these objectives.
- (c) Facilitate investment in projects that can minimize costs and maximize regional benefits through cooperation between Members and Cooperating Entities, through economies of scale, through projects with multiple resource benefits, or through DAC projects.
- (d) Endeavor to assure an element of geographic fairness in the ranking of projects.

This MOU does not impose legally binding requirements on its Members and is not an enforceable contract or agreement. It is a statement of principles for how the Group will conduct business.

Section 2.02 Term of MOU. This MOU shall continue in effect until terminated by all then-current Members. Inclusion of additional Members, and/or withdrawal of Members shall not terminate this MOU.

Section 2.03 Member Representatives. Each member shall designate a Member Representative to the Group. More than one Member Representative may be appointed, but each Member shall have only one vote. A Member may appoint someone as their Member Representative notwithstanding the fact that such person is also the Member Representative for another Member. In such instances, such person shall have one vote on behalf of each Member represented.

Section 2.04 Decision-making. Decision-making by the Group is based upon consensus of those Member Representatives present in person, by phone, or electronically. Where action by the governing body of one or more Members whose representative is present is required, or desirable, the matter shall not be considered approved by the Group until a decision by those governing bodies has been obtained. A Member's governing body may, in its discretion, elect to note disagreement with but "not oppose" an action, rather than disapprove it, thereby allowing the action to move forward without its endorsement.

2.04.1 Less Than 100 Percent Consensus Decision-making

The RWMG shall not limit itself to strict consensus if 100 percent agreement among all participants cannot be reached after all interests and options have been thoroughly identified, explored, discussed, and considered. Less-than-consensus decision-making shall not be undertaken lightly. If, after full exploration and discussion, the RWMG cannot come to 100 percent agreement, then the group will invoke a 75 percent supermajority vote.

- (a) Any RWMG member may call for a vote after the issue has been fully vetted by the group. Voting will be available only to those RWMG members who have attended two out of the

previous three RWMG meetings. Each member group will be entitled to a single vote. The 75 percent vote will be tallied based on the members who are present at the meeting. If a 75 percent supermajority vote is called for, then the vote will be held at the subsequent meeting and all

relevant materials will be distributed to the full RWMG in advance of that next meeting. This process may be repeated until consensus is reached or the item/issue under discussion is withdrawn from consideration.

Definition of Active Participation by RWMG Members. Active participation means regular attendance at RWMG meetings and reviewing planning and other written documents before discussions or decisions will be made. It is understood that occasionally RWMG members may need to miss scheduled meetings. If there is a question as to whether an RWMG member should be considered “active” for purposes of decision-making, sign-in sheets from previous meetings shall be used to make that determination.

Section 2.05 Quorum. The presence of 50 percent of the Members of the Group or the working committees shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn a meeting from time to time.

Section 2.06 Meetings. Members shall meet at least annually.

- Attendance at all meetings may be in person or by electronic connection.
- All meetings are open to the public and shall be publicly noticed.

Section 2.07 Minutes. The RWMG will be responsible for preparing an agenda, maintaining a record of the activities of the Group, and performing such other duties as necessary. Minutes of all meetings, and any special reports or documents, shall be distributed to the Group.

Section 2.08 Organization, Bylaws, and Policies and Procedures. The Group may incorporate as a nonprofit public benefit corporation. The Group may establish Bylaws and Policies and Procedures as necessary.

Section 2.09 Staff. The Group may employ professional staff or consultants as needed and within prudent fiscal constraints. The Group may accept staffing funded by members of the Group or others.

SIGNATURE PAGE

Date: _____

Organization

Name and Position (Print)

Name (Signature)

Primary Representative:

Email: _____

Telephone: _____

Address: _____

Alternative Representative:

Email: _____

Telephone: _____

Address: _____
