

MADERA REGION

REGIONAL WATER MANAGEMENT GROUP INTEGRATED REGIONAL WATER MANAGEMENT PLANNING



NEW MEMBER PACKET

REVISED FEBRUARY 2023

MADERA RWMG

NEW MEMBER PACKET

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MOU

Memorandum of Understanding for Integrated Regional Water Management in the Madera Region [Initially Adopted January 2, 2010]

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 entities to protect, manage, and enhance water resources within the Region.
- 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 put out a call for Projects once per year in February and allow a 40- day response period to allow all Stakeholders ample time to prepare alternatives, or to compile data for presentation at the hearing. At the April meeting for the RWMG, there will be a discussion of Project Proposals and a vote to add the Projects to the IRWMP for the Region. Any group can submit a Project Proposal during the year and ask for a vote to meet a submittal deadline for a funding source with a 30- day notice.
- 5.6 Prioritization of Projects. At least once a year, the RWMG will generate and approve a list of Projects to be carried out within the Region that meets the requirements of the Madera RWMG. The Project list will be approved by majority vote of the RWMG after receiving input from Stakeholders at a public meeting 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 WMG 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

[Signatories follow on original document; see page ___ for list of signatories]

_____ Entity

_____ By

BYLAWS

Bylaws and Rules of Order Of the Madera Region Regional Water Management Group (RWMG) Adopted September 10, 2012

1. Authority

- 1.1. Authorization: These bylaws and rules are authorized by majority vote of the Madera Region Regional Water Management Group (RWMG) and shall apply to all meetings and proceedings of the RWMG.
- 1.2. Water Code Reference: Consistent with Water Code section 10539, a 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 Integrated Regional Water Management Plan (IRWMP). As specifically used in these bylaws, RWMG shall refer to the Parties to the Memorandum of Understanding for Integrated Regional Water Management in the Madera Region (MOU).

2. Membership

- 2.1. Eligibility: Membership in the RWMG is open to 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. Interested parties may seek to join the RWMG at any time.

2.2. Dues Paying Members:

- 2.2.1. Adoption Procedure for Dues Paying Members: 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. 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.

2.3. Disadvantaged Community (DAC) Group Members:

- 2.3.1. Adoption Procedure for DAC Group Members: As the RWMG seeks the participation of disadvantaged communities, interested DACs that do not have the ability to contribute substantial financial resources are encouraged to become members of the DAC Group. DAC Group members are not required to contribute monetary dues. DACs desiring to become part of the DAC Group shall submit an application to the RWMG requesting DAC Group member status.

2.3.2. Selection of the voting representative and alternate representative to the RWMG from the DAC Group:

The DAC Group is recognized as a single voting entity for the purpose of governance of the RWMG. The DAC Group shall be entitled to one representative and one alternate representative on the RWMG of its own selection (although all DAC Group members are encouraged to attend all meetings). Selection of the DAC Group representative and alternate shall be administered as follows: a letter soliciting nomination of a RWMG candidate to represent the DAC Group will be sent to each DAC within the Madera Region. From the responses received, a list of candidates will be compiled and a ballot distributed to all DACs within the Madera Region; each DAC having one vote in the election. Upon receipt of all ballots within a stated time period, the individual with the most votes shall become the DAC Group representative and the individual with the second most votes shall be the alternate. Said representative and alternate shall serve a two-year term with no limit on the number of terms that an individual can serve.

2.4. **Affiliate Members:** The RWMG defines affiliate members as agencies or organizations procedurally precluded from contributing monetary dues. Entities that qualify to be Affiliate Members include, but are not limited to, California Department of Fish and Game, California Department of Forestry and Fire Protection, United States Forest Service, State Water Quality Control Board. Entities desiring to become Affiliate Members shall submit an application to the RWMG.

2.5. **Active Membership:** Each agency/signatory group must have representation at each meeting; if three consecutive meetings 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.

2.6. **Withdrawal:** A member may withdraw from the RWMG upon 30 days advance notice to the other members. A withdrawing member will remain obligated for its proportionate share of any financial obligation incurred in furtherance of the MOU and/or implementation of the IRWMP prior to the effective date of the withdrawal.

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

3.1. **Terms:** 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:

3.2. Officers:

3.2.1. **Chairperson:** The RWMG shall have a chairperson. The chairperson shall be elected by the RWMG in March of each year. The person holding the chair position must have participated as a representative for a RWMG member for one year. The chairperson does not have to be a representative of the Lead Agency.

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

3.2.1.1.1. In coordination with the RWMG Administrative Assistant set meeting agendas.

3.2.1.1.2. 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.

- 3.2.1.1.3. Announce the business before the RWMG in the order in which it is to be acted upon.
- 3.2.1.1.4. Conduct public hearings as provided.
- 3.2.1.1.5. 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.
- 3.2.1.1.6. Expedite business in every way compatible with the lawful conducting of business.
- 3.2.1.1.7. Enforce on all occasions the observance of order and decorum among members and the public.
- 3.2.1.1.8. 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.
- 3.2.1.1.9. Gather the information/topics from the group and create the agenda for each meeting.
- 3.2.1.1.10. If the Administrative Assistant is unable to attend a meeting, the chair will appoint a temporary note taker for that meeting.

3.3. Chair Pro Tem: The RWMG shall have a chair pro tem, who shall be elected 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.

3.4. 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.

3.5. Staff:

3.5.1. Administrative Assistant: The RWMG will have an Administrative Assistant. The Administrative Assistant provides notice of all meetings as required by law; prepares, keeps 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 attends each meeting and records each item of business. This person may be a designee from one of the MOU signatory entities.

3.6. Fiscal Agent/ Agency Sponsor/Grantee:

3.6.1. 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 legal obligations for grants with DWR and other funders.

4. Meetings

Proposed agenda items and any corresponding supporting documents must be submitted to the Chairperson a minimum of two weeks prior to the scheduled meeting date. When a vote of the RWMG is needed for an action, the item will be designated as an action item on the agenda.

4.1. Regular Meetings:

4.1.1. Unless otherwise designated in the agenda, all regular meetings of the RWMG shall be held alternately in the following three locations: Madera, Chowchilla, and Oakhurst. Meetings will be held on the second Monday of each month at 1:30 pm.

4.2. Special Meetings:

4.2.1. 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.

4.3. Brown Act:

4.3.1. 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.

4.4. Participation:

4.4.1. Members agree to work in good faith. Good faith implies an obligation to regularly attend and participate in meetings, to strive to understand all perspectives, to engage in dialogue and deliberation, and to earnestly work with fellow RWMG members.

5. Meeting Procedure

5.1. 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.

5.2. Calling Meeting to Order: 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.

5.3. In the absence of the Chair and Chair Pro Tem: The Administrative Assistant 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 or chair pro tem and after the conclusion of the item of business then being considered.

5.4. Order of Business

- 5.4.1. 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.
- 5.4.2. When a quorum is present, business shall be conducted in the following order:
 - 5.4.2.1. Reading or waiver of reading, and approval of the minutes of the previous meeting;
 - 5.4.2.2. 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;
 - 5.4.2.3. Review of agenda items. For agenda items that are informational only the chair will call the item and facilitate discussion as appropriate. For decisional agenda items the chair will call the item and follow the procedure outlined under '6 Decision Making' below.
 - 5.4.2.4. Setting the next meeting date.
 - 5.4.2.5. Adjournment

6. Decision Making

6.1. Administrative Decisions: Administrative decisions are about the logistical activities of the RWMG (including but not limited to: meeting dates and times, agenda revisions, and schedules) All administrative decisions will be made on a simple majority vote of all Dues Paying members, the DAC Group, and Affiliate Members present. Upon request of a Dues Paying member a prospective decision shall be treated as a Substantive Decision.

6.2. Substantive Decisions: All other decisions (including but not limited to updates to the MOU or By-Laws, IRWM Plan adoption, budget/finances, projects related priorities, expenditures or implementation issues) will be made using the following procedure designed to include and value as wide a range of perspectives as feasible.

6.2.1. Introductory Discussion: The chair will provide an opportunity for discussion of the item by all active group members.

6.2.2. Non-Binding Poll of All Meeting Participants: The RWMG will use polling to assess the degree of preliminary support for an idea before it is submitted as a formal proposal for a vote. The poll results will potentially indicate the need for subsequent work to revise the text of a recommendation and to prepare it for a vote. The RWMG will use the following three levels to indicate a degree of approval & support for a proposal or being considered.

6.2.2.1. Thumbs Down / I do not agree with the proposal. I feel the need to block its adaptation and propose an alternative.

6.2.2.2. Thumbs Sideways / I can accept the proposal although I do not necessarily support it.

6.2.2.3. Thumbs Up / I think this proposal is the best choice of the options available to us.

6.2.2.3.1. The RWMG will strive to have participants in the 'Thumbs Up' or 'Thumbs Sideways' indicators of support on a given proposal. If a participant is at a 'Thumbs Down' level, that person should provide a counter proposal that legitimately attempts to achieve his/her interests and the interests of all the RWMG members. The RWMG will evaluate how best to proceed when a counterproposal is presented.

6.2.2.3.2. 'Thumbs Down' viewpoints will be documented in the meeting minutes. If a participant would also like to document their alternate view, the said participant may submit a write up to the RWMG Administrative Assistant within one week of the meeting in which the discussion took place. The write up will be attached to the meeting minutes. The write

up should be expressed in the following manner: a) Outlines the key concern from an organizational or interest-based stance. b) Provides a recommendation for improving the decision/product in question.

6.3. Formal Voting

- 6.3.1. Dues Paying Member and DAC Group Voting: The Dues Paying members and the DAC Group representative will be referred to as the “RWMG Voting Members.” Each Dues Paying Member can have as many representatives attend as they wish, but at the time of a vote only one person will be allowed to vote per Dues Paying Member entity. As specified in Section 2.3.2. of these by-laws, the DAC Group Representative will vote on behalf of the DAC Group. As with Dues Paying Members, the DAC Group can have as many representatives attend as they wish, but at the time of vote only the designated representative will be allowed to vote.
- 6.3.2. Designated Voting Representative: Each Dues Paying Member entity will designate who the voting party will be to represent their entity. As outlined in Section 2.3.2 of these by-laws, the DAC Group representative will be chosen as specified.
- 6.3.3. Designated Voting Alternate: Each Dues Paying Member will designate an alternate. As specified in Section 2.3.2. of these by-laws, the DAC Group alternate will be chosen as specified.
- 6.3.4. Calling for Motion Upon the conclusion of the discussion among the RWMG Voting 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 Voting 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.
- 6.3.5. Putting Motion to a Vote. When a motion has been made and seconded, the chair shall then state the motion and call for a vote. The chair shall first ask for all RWMG Voting Members voting in favor of the motion to give their vote orally, and shall then ask those Voting Members opposed to the motion to give their vote orally. Upon request of any Voting Member, the chair shall call for a roll-call vote, with the chair to vote last.
- 6.3.6. Minimum Votes Needed to Pass Motion The RWMG shall not approve any item of business except upon the majority vote of those casting a vote.
- 6.3.7. Abstention Abstaining votes are not counted.
- 6.3.8. 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.
- 6.3.9. 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.

7. Dues

- 7.1. Justification: Baseline administration of the RWMG requires financial support from participating members.
- 7.2. Procedure: In October of each calendar year the Chair/Vice-Chair will propose an administrative operating budget for the coming calendar year running from January 1 – December 31. The RWMG will seek to formally adopt the budget proposed at the October meeting at the subsequent November meeting.
- 7.3. Dues Paying Members: MOU signatories, including water agencies, irrigation districts, local government, and other entities will pay an equal dues amount.
- 7.4. DAC Group Members: The RWMG will not require monetary financial support from the DAC Group members through dues. But the DACs will be expected to provide support for sponsored implementation projects (which could be supplied through in-kind support).

- 7.5. In-Kind Administrative Services: In the case that a RWMG member organization provides administrative support (i.e. sending invoices, receiving dues payments, creating expenditure/receivable reports) that entity may subtract from their dues the cost of providing those services for the year.
The amount of credit for In-Kind Administrative Services shall be approved by a majority vote of the Regular Members of the RWMG.
- 7.6. Special Projects: A “Special Project” is an activity undertaken by fewer than all the Parties in the RWMG. The activity must be consistent with the scope of the RWMG’s efforts. Prior to undertaking a Special Project, the Parties electing to participate in the Special Project shall enter into a ‘Special Project’ agreement. Such activity agreement shall provide that (i) no Special Project undertaken pursuant to such agreement shall conflict with the terms of the RWMG MOU and (ii) the Parties to the activity agreement shall indemnify, defend and hold the other Parties harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Project described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Project shall be assets, rights, benefits debts, liabilities and obligations solely of those parties that have entered into the activity agreement for that Special Project, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those parties that have not executed the activity agreement.
- 7.7. Unforeseen Circumstances: Due to the uncertainty of the grant funding process and other factors outside the control of the RWMG, circumstances could arise wherein members would need to decide whether an additional financial contribution is necessary. This decision would take place through the RWMG’s voting procedures.
- 7.8. Donations: Donations by participating members are welcomed and will be accepted.
- 7.9. 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

- 8.1. 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.
- 8.2. 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.
- 8.3. Amendments: These rules and procedures may be amended as needed, in a manner provided by law.
- 8.4. Roberts Rules of Order: Where these bylaws do not cover an issue; Roberts Rules of Order shall apply.

GROUND RULES

Regional Water Management Group Madera Region Integrated Regional Water Management Plan

MEMBER CODE OF ETHICS **Ground Rules**

As a member of the Regional Water Management Group I will:

- ✓ 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 that may come 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 my job is to ensure that the Group is well managed, not to manage the Group
- ✓ Represent all those whom this Group serves with in the designated Region
- ✓ Consider myself a “trustee” of the Group and do my best to ensure that the best interest of those we serve
- ✓ Always work to learn how to do my job better
- ✓ Declare conflicts of interest between my personal life and my position on the Group and abstain from the voting when appropriate
- ✓ Strive to find common ground
- ✓ Stay focused on issues not on people
- ✓ Stick to the topic during meetings and not waste valuable Group time

As a member of the Regional Water Management Group, I will not:

- ✓ Criticize the fellow Group members or their opinions, in or out of the Group meetings
- ✓ Use the Group for my personal advantage or that of my friends or relatives
- ✓ Promise how I will vote on any issue before a meeting
- ✓ Interfere with the duties of the facilitator/coordinator or undermine his or her authority with staff members

All RWMG meetings are open to the public.

Date _____

Name (please print)

Signature

MISSION STATEMENT

Mission Statement

The mission of the Regional Water Management Group (RWMG) 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 governance, development, planning, funding, and implementation to ensure that adequate and affordable water supplies are available now and in the future to sustain this region and its responsible growth.

February 2010

KEY REFERENCE MATERIALS

- IRWM Plan (Boyle Report 2008) – Volume 1 and Volume 2
- Madera Integrated Regional Water Management Plan 2014 Update
- Resolutions for 2014 Adoption Update
- Madera Integrated Regional Water Management Plan 2019 Prop 1 Plan Update
- Appendix Prop 1 Plan Update <https://www.maderarwmg.com/>

SIGNATORY MEMBERS

- Chowchilla Water District
- City of Chowchilla
- City of Madera
- Fairmead Community and Friends
- Gravelly Ford Water District
- Indian Lakes Estates Property Owners Association
- Madera Ag Water Association
- Madera County
- Madera Irrigation District
- Madera Valley Water Company
- Madera Water District
- North Fork Rancheria of Mono Indians
- Root Creek Water District
- Self-Help Enterprises
- Southeast Madera Citizens United
- Triangle T Water District